

**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**

---

**October 28, 2013**

**Work Session – 5:00 p.m.**

**Regular Meeting – 7:00 p.m.**

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

14-B District Court

Revenue Report for September 2013

**General Account**

Account Number  
**Due to Washtenaw County**  
(101-000-000-214.222) **\$2,730.00**

**Due to State Treasurer**

Civil Filing Fee Fund (MCL 600.171): \$16,142.00  
State Court Fund (MCL 600.8371): \$800.00  
Justice System Fund (MCL 600.181): \$13,597.00  
Juror Compensation Reimbursement Fund:  
    Civil Jury Demand Fee (MCL 600.8371): \$0.00  
    Drivers License Clearance Fees (MCL 257.321a): \$1,170.00  
Crime Victims Rights Fund (MCL 780.905): \$6,239.70  
Judgment Fee (Dept. of Natural Resources): \$10.00  
**Due to Secretary of State**  
(101-000-000-206.136) \$1,170.00  
  
Total: **\$39,128.70**

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136): \$31,671.10  
Civil Fees (101-000-000-603.136): \$22,803.00  
Probation Fees (101-000-000-604.000): \$6,101.00  
Ordinance Fines (101-000-000-605.001): \$32,135.00  
Bond Forfeitures (101-000-000-605.003): \$400.00  
Interest Earned (101-000-000-605.004): \$0.00  
State Aid-Caseflow Assistance (101-000-602.544): \$0.00  
Expense Write-Off: \$0.00  
Bank Charges (Expense - 101.136.000.957.000): (\$880.44)  
  
Total: **\$92,229.66**

**Total to General Account - (101.000.000.004.136): \$134,088.36**

**Escrow Account**

(101-000-000-205.136)  
  
Court Ordered Escrow: \$3,475.53  
Garnishment Proceeds: \$0.00  
Bonds: \$12,348.00  
Restitution: \$3,168.97  
  
**Total to Escrow Account - (101.000.000.205.136): \$18,992.50**

14-B District Court

Monthly Disbursements

September 2013

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

**September 2013 Disbursements:**

Washtenaw County:	\$ 2,730.00
State of Michigan:	\$ 39,128.70
Ypsilanti Township Treasurer:	\$ 92,229.66

TOTAL: \$134,088.36

		Year to Date	
		Prior Year Comparison	
Month	Revenue	Revenue	
	2012	2013	
<b>January</b>	\$75,430.17	\$93,843.72	
February	\$107,638.24	\$120,646.88	
March	\$93,319.73	\$120,330.43	
April	\$83,785.27	\$87,844.43	
May	\$90,318.38	\$91,209.97	
June	\$83,965.72	\$90,086.73	
July	\$71,264.07	\$75,083.36	
August	\$84,845.74	\$89,198.00	
September	\$100,571.52	\$92,229.66	
October	\$99,734.41		
November	\$76,072.83		
December	\$66,508.94		
Caseload			
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
<b>Totals:</b>	\$1,079,179.02	\$906,197.18	
<b>Expenditure</b>			
<b>Budget:</b>	\$1,184,583.00	\$1,265,772.00	
<b>Difference:</b>	(\$105,403.98)	(\$359,574.82)	

**BUILDING DEPARTMENT REPORT  
RON FULTON - BUILDING DIRECTOR**

**BUILDING DEPARTMENT MONTHLY REPORT - SEPTEMBER 2013**

Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	61	57	63	100	85	96	107	90	100				759
	\$ 14,504	\$ 14,185	\$ 9,331	\$ 31,205	\$ 15,676	\$ 28,985	\$ 24,060	\$ 22,689	\$ 19,098				\$ 179,733
Electrical	37	27	27	29	49	30	30	36	36				301
	\$ 2,435	\$ 2,475	\$ 2,190	\$ 2,685	\$ 4,805	\$ 2,745	\$ 2,430	\$ 2,880	\$ 3,750				\$ 26,395
Mechanical	69	30	38	51	59	63	45	39	61				455
	\$ 5,115	\$ 2,680	\$ 3,005	\$ 4,198	\$ 6,670	\$ 10,565	\$ 3,750	\$ 3,035	\$ 3,675				\$ 42,693
Plumbing	34	21	29	46	36	49	37	29	45				326
	\$ 2,895	\$ 1,680	\$ 2,055	\$ 3,555	\$ 3,855	\$ 4,260	\$ 2,910	\$ 2,370	\$ 3,435				\$ 27,015
Zoning	1	2	4	17	14	16	17	12	14				97
	\$ 90	\$ 90	\$ 180	\$ 765	\$ 630	\$ 675	\$ 765	\$ 540	\$ 630				\$ 4,365
Sub Totals	202	137	161	243	243	254	236	206	256	-	-	-	1,938
<b>TOTAL YTD</b>	\$ 25,039	\$ 21,110	\$ 16,761	\$ 42,408	\$ 31,636	\$ 47,230	\$ 33,915	\$ 31,514	\$ 30,588	\$ -	\$ -	\$ -	\$ 280,201

**BUILDING DEPARTMENT MONTHLY REPORT - 2012**

Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	54	61	97	137	106	122	123	113	85	129	87	44	1,158
	\$ 7,315	\$ 10,943	\$ 11,648	\$ 15,656	\$ 12,163	\$ 25,776	\$ 24,446	\$ 15,765	\$ 7,873	\$ 23,300	\$ 44,646	\$ 6,147	\$ 205,678
Electrical	35	33	30	46	33	35	42	35	16	42	21	27	395
	\$ 2,490	\$ 2,100	\$ 2,100	\$ 2,955	\$ 2,490	\$ 2,565	\$ 2,745	\$ 2,550	\$ 1,440	\$ 2,910	\$ 2,385	\$ 2,520	\$ 29,250
Mechanical	51	42	45	48	49	46	55	54	28	59	51	40	568
	\$ 3,800	\$ 2,595	\$ 3,850	\$ 3,470	\$ 2,655	\$ 4,125	\$ 4,115	\$ 4,315	\$ 2,100	\$ 5,044	\$ 4,316	\$ 2,135	\$ 42,520
Plumbing	31	28	38	38	25	29	22	36	20	46	28	23	364
	\$ 2,100	\$ 2,070	\$ 2,550	\$ 2,160	\$ 1,755	\$ 2,535	\$ 1,335	\$ 2,850	\$ 1,290	\$ 2,970	\$ 2,055	\$ 1,905	\$ 25,575
Zoning	4	-	13	18	26	13	16	16	8	8	3	4	129
	\$ 680	\$ -	\$ 690	\$ 870	\$ 1,290	\$ 615	\$ 720	\$ 810	\$ 360	\$ 360	\$ 135	\$ 229	\$ 6,759
Sub Totals	175	164	223	287	239	245	258	254	157	284	190	138	2,614
<b>TOTAL YTD</b>	\$ 16,385	\$ 17,708	\$ 20,838	\$ 25,111	\$ 20,353	\$ 35,616	\$ 33,361	\$ 26,290	\$ 13,063	\$ 34,584	\$ 53,537	\$ 12,936	\$ 309,782

**BUILDING DEPARTMENT REPORT  
RON FULTON - BUILDING DIRECTOR**

<b>INSPECTION RUNNING TOTALS</b>													
<b>Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2013	336	328	239	306	445	404	389	507	459				3,413
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

<b>Rental Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2013	197	237	206	175	226	251	291	302	222				2,107
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294

**DOMESTIC VIOLENCE PROSECUTION REPORT**  
**September 2013**

**To:** Township of Ypsilanti Board of Trustees

**From:** McLain & Winters, Attorneys for the Charter Township of Ypsilanti

**Date:** October 11, 2013

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of September 2013:

	September 2013	Year to Date (2013)	Statistics for 2012	Statistics Since 10/1999
Cases Submitted	21**	215	175	3539
Cases Authorized	6	64	92	1469
Cases Authorized (non-DV)	0	---	---	---
Cases Denied	11	136	84	492
Cases Furthered	0	9	4	247
Cases Sent to the County	3	12	5	86
Defendant FTA-BW Requested	0	14	16	39
Pre-Trials Held	10	89	158	1927
Motions	1	5	6	49
Convictions-Total	4	29	39	903
Convictions-By Plea	4	21	34	---
Convictions-By Trial	0	8	5	---
Acquittals	1	2	2	83
All Dismissals	9	64	93	636
Cases Reauthorized	8	56	25	346
Cases Not Reauthorized	8	56	67	353
Deferrals Considered	5	41	52	585
<b>Conviction Rate*</b>	<b>80%</b>	<b>93%</b>	<b>95%</b>	<b>92%</b>

\* Based upon all cases taken to a conclusion

\*\*One case still being reviewed by the prosecutor

Respectfully Submitted,

McLain & Winters

**YPSILANTI TOWNSHIP FIRE DEPARTMENT**  
**MONTHLY REPORT**

**SEPTEMBER 2013**

Fire Department staffing levels are as follows:

1 Fire Chief	1 Fire Marshal	3 Shift Captains
3 Shift Lieutenants	19 Fire Fighters	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 316 requests for assistance. Of those requests, 209 were medical emergency service calls, with the remaining 107 incidents classified as non-medical and/or fire related.

Department activities for the month of September, 2013:

- 1) The Public Education Department participated in the following events:
  - a) Truck Demonstration for West Willow Neighborhood Watch Picnic
  - b) Smoke Alarms: 2057 Tyler (1) and 710 Calder (2)
  - c) Car seat fittings
- 2) Fire fighters attended 23 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue
  - b) NIMS – Box Alarm System
  - c) EMS

The Fire Marshal had these activities for the month of September, 2013:

- 1) Inspections / Tests completed:
  - a) Site Inspections: 11
  - b) Site Plan Reviews: 3
  - c) Fire Alarm System Inspections: 2
  - d) Fire Investigations: 4
  - e) Burn inspections / permits: 1
  - f) Fire Investigation for City of Ypsilanti: 1
- 2) Attended 9 meetings / events:
  - a) WAMAA meeting
  - b) Sloan Property meeting with Attorney
  - c) Fire Inspectors Conference in Lansing, MI
  - d) HazMat Standby: 1
  - e) Toured Pace Clinic on Ellsworth Road
  - f) Washtenaw County Fire Investigators meeting
  - g) HazMat Responses: 3 (Scio Township, Ypsilanti Township, & City of Ypsilanti)



The Fire Chief attended 10 meetings / events for the month of September, 2013:

- 1) 2 Negotiation preparation meetings with attorney & township officials
- 2) Officers meeting
- 3) Radio Dispatch Committee meeting
- 4) WAMAA meeting
- 5) Retirement party for Chief Roberts
- 6) County EPA Alliance training
- 7) Regional Grant meeting for Firefighter Turnout Gear
- 8) Fire Inspectors Conference in Lansing, MI
- 9) 9/11 Memorial Session at the State House in Lansing with Representative Rutledge

There were 0 injuries and 0 deaths reported this month for civilians.

There were 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$127,900.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 09/02/2013	2780 International	\$ 750.00 (building)
2) 09/02/2013	8700 Spinnaker Way	\$ 0.00 (dumpster)
3) 09/06/2013	1 Dining Commons (EMU)	\$ 0.00 (Mutual Aid-Ypsi City)
4) 09/06/2013	723 Maus	\$ 0.00 (Mutual Aid-Ypsi City)
5) 09/09/2013	100 S Ford Blvd	\$ 1,000.00 (dumpster)
6) 09/09/2013	3100 Washtenaw	\$ 0.00 (outside rubbish)
7) 09/11/2013	1176 Hawthorne	\$ 50.00 (other-garage)
8) 09/16/2013	2580 Holmes #10	\$ 6,000.00 (building)
9) 09/18/2013	396 Oregon	\$ 60,000.00 (building)
10) 09/19/2013	2375 S Grove	\$ 17,000.00 (outside equipment)
11) 09/22/2013	3375 E Michigan #37	\$ 600.00 (other structure)
12) 09/27/2013	1550 E Clark #529	\$ 0.00 (cooking)
13) 09/28/2013	1240 Rambling	\$ 27,000.00 (building)
14) 09/28/2013	669 Woburn Drive	\$ 9,000.00 (building)
15) 09/29/2013	WB I94 @ Grove	\$ 6,000.00 (freight vehicle)
16) 09/30/2013	1181 Watson	\$ 500.00 (freight vehicle)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff  
Charter Township of Ypsilanti Fire Department

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {09/01/13} And {09/30/13}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>1 Fire</b>				
100 Fire, Other	1	0.32%	\$50	0.03%
111 Building fire	7	2.22%	\$102,750	80.33%
112 Fires in structure other than in a building	1	0.32%	\$600	0.46%
113 Cooking fire, confined to container	1	0.32%	\$0	0.00%
132 Road freight or transport vehicle fire	2	0.63%	\$6,500	5.08%
150 Outside rubbish fire, Other	1	0.32%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	2	0.63%	\$1,000	0.78%
162 Outside equipment fire	1	0.32%	\$17,000	13.29%
	<b>16</b>	<b>5.06%</b>	<b>\$127,900</b>	<b>100.00%</b>
<b>2 Overpressure Rupture, Explosion, Overheat(no fire)</b>				
251 Excessive heat, scorch burns with no ignition	1	0.32%	\$0	0.00%
	<b>1</b>	<b>0.32%</b>	<b>\$0</b>	<b>0.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	26	8.23%	\$0	0.00%
311 Medical assist, assist EMS crew	29	9.18%	\$0	0.00%
320 Emergency medical service, other	11	3.48%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	19	37.66%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.53%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	4	1.27%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	12	3.80%	\$0	0.00%
	<b>209</b>	<b>66.14%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
400 Hazardous condition, Other	1	0.32%	\$0	0.00%
412 Gas leak (natural gas or LPG)	3	0.95%	\$0	0.00%
422 Chemical spill or leak	3	0.95%	\$0	0.00%
424 Carbon monoxide incident	1	0.32%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	2	0.63%	\$0	0.00%
444 Power line down	1	0.32%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.63%	\$0	0.00%
	<b>13</b>	<b>4.11%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
510 Person in distress, Other	1	0.32%	\$0	0.00%
511 Lock-out	1	0.32%	\$0	0.00%
522 Water or steam leak	1	0.32%	\$0	0.00%

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {09/01/13} And {09/30/13}**

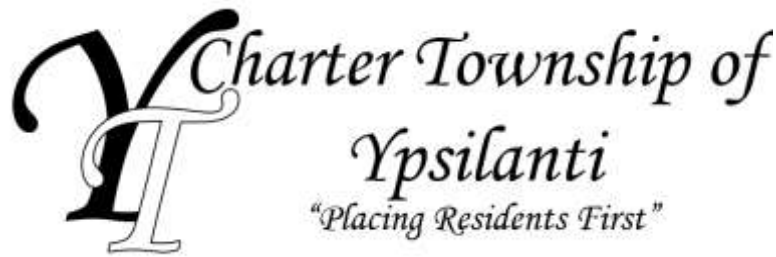
<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>5 Service Call</b>				
531 Smoke or odor removal	3	0.95%	\$0	0.00%
553 Public service	1	0.32%	\$0	0.00%
561 Unauthorized burning	4	1.27%	\$0	0.00%
	<b>11</b>	<b>3.48%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
600 Good intent call, Other	1	0.32%	\$0	0.00%
611 Dispatched & cancelled en route	40	12.66%	\$0	0.00%
622 No Incident found on arrival at dispatch address	3	0.95%	\$0	0.00%
631 Authorized controlled burning	1	0.32%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.32%	\$0	0.00%
653 Smoke from barbecue, tar kettle	1	0.32%	\$0	0.00%
	<b>47</b>	<b>14.87%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	1	0.32%	\$0	0.00%
733 Smoke detector activation due to malfunction	3	0.95%	\$0	0.00%
735 Alarm system sounded due to malfunction	4	1.27%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.63%	\$0	0.00%
744 Detector activation, no fire - unintentional	3	0.95%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	6	1.90%	\$0	0.00%
	<b>19</b>	<b>6.01%</b>	<b>\$0</b>	<b>0.00%</b>

**Total Incident Count: 316**

**Total Est Loss:**

**\$127,900**

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



**Office of  
Community Standards**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 485-3943  
Fax: (734) 484-5151  
www.ytown.org

---

## MEMORANDUM

October 21, 2013

To: Township Board

From: Joe Lawson  
Planning Director

Re: **Planning Division (OCS) September/October 2013**

---

Please be advised of the following activities related to the Planning Department for August/September 2013.

### **Planning Commission Activity**

The following is a summary of actions taken by the Planning Commission since my last report:

On September 16, 2013, the Commission held their regularly scheduled meeting and considered the following applications:

Crystal Ponds Condominium Amendment #3 – Infinity Homes: After additional public input, the Commission recommended approval of the proposed amendment #3 of the Crystal Ponds condominium with the condition that a development agreement agreeable to the Township Board, Crystal Ponds Condo Association and the Developer be entered into prior to final approval. On October 8, 2013, Attorney McLain and I had an opportunity to meet with the Developer and his attorney along with the Crystal Ponds Association and their attorney to discuss the outstanding issues. During this meeting, it was agreed that Mr. Rino Soave (developer) and his attorney would compose a draft development agreement and present said agreement to the attorney of the association for review and comment. Once a development agreement has been agreed upon, the agreement will then be presented to the Township for attorney review and comment prior to Board action.

Master Plan – The second draft of the Township Master Plan Update will be presented to the Commission during the upcoming Commission meeting. Additions as they relate to community gardens, pedestrian access and healthy food access have been added to this draft. The plan will

be scheduled for a formal public hearing in December with the hopes for Board review and approval in January.

### **Plans in Process**

Kroger Fuel Station – 1771 East Michigan: No new or additional information has been provided in relation to this project. During the meeting held on Thursday, September 19, 2013, Kroger representatives informed the development team that the project will move forward hopefully as a spring construction project. The project has been delayed due to issues relating in the purchase of the property from the current property owner. Kroger was scheduled to close on the property on or around October 4<sup>th</sup>.

Kroger Fuel Station – James L. Hart Pkwy/Huron Street: The Kroger fuel station is now open and serving our community. A final site inspection was conducted on Friday, October 18<sup>th</sup> and passed with flying colors.

Tim Horton's Café and Bake Shop – 1311 Anna J. Stepp Drive: Staff was informed that this facility would make its grand opening on Monday, October 21, 2013. As of the time of this report, unfortunately the store is still not open. The Building Department granted a final certificate of occupancy for the building on Friday, October 18<sup>th</sup>.

Tim Horton's Café and Bake Shop – 2220 Washtenaw Avenue: Construction has finally begun on this project. The developer is hoping to open around the Thanksgiving Holiday. There is a lot of work to be done in order to make this happen and our office will do everything we can to assist in making it so.

Lakeside Park/Boat House Project: Tree clearing and SESC measure installation and site work have begun on the site.

Dorothy's Discovery Daycare – 7265 Merritt: Mrs. Morris has received final site, engineering and building approval. The site was issued a final certificate of occupancy and is operating a full capacity.

WalMart Expansion – 2515 Ellsworth: The second engineering review as turned up a potential issue relating to the discharge of the additional storm water association with this project. The applicant's engineer is working with OHM and MDOT on a solution to the issue.

Burger King – 1073 East Michigan Avenue: The new Burger King restaurant located at 1073 East Michigan Avenue is under construction. The contractor for the project informs staff that the store will be complete in approximately 65 days.

### **Zoning Board of Appeals**

The following is a summary of actions taken by the Zoning Board of Appeals since my last report:

During the regular September 4, 2013 meeting date, the following applications were considered by the Zoning Board of Appeals:

Wal-Mart – 2515 Ellsworth Road: The Zoning Board of Appeals held a public hearing to consider the variance request of Mr. Daniel Backstrom representing Wal-Mart to permit the installation of 484.04 square-feet of total wall signage. It was presented to the Board that in 2003 the ZBA granted a similar variance for the installation of approximately 430 square-feet of signage and with the new addition were seeking a little more square-footage to allow for additional wayfinding signs (directional). After the public hearing the Zoning Board passed a motion to permit the additional wall signage with the condition that all necessary building and/or trade permits be obtained and all necessary inspections be conducted.

### **Committee Meetings**

WATS Technical Committee – I was unable to attend the October meeting as I was attending the Michigan Association of Planning annual conference.

### **Administrative Items:**

On September 26<sup>th</sup> I had the opportunity to meet with the Roundtree neighborhood watch group to discuss a number of ongoing and proposed development projects within the Township. The group seemed pleased with the direction the Township is taking in regards to blight elimination and future development.

On September 30<sup>th</sup> I had the opportunity to meet with the homeowners association of Creekside Village East. Representatives and I walked the near complete development in order to compose a list of outstanding items for the developer to correct prior to final approval. This list has been provided to our engineer and will further be provided to Lombardo Homes and Pulte Home for their review.

On October 1<sup>st</sup> Attorney McLain and I had the opportunity to meet with the owner and attorney of the Los Amigos restaurant located on East Michigan Avenue. As the Board may be aware, the owner hired a contractor to install an expansion to the existing parking lot utilizing crushed asphalt as the pavement material. Per Township regulations, an expansion of such magnitude must first be approved by the Planning Commission and Township Engineer. No application was made to our office in order to begin the approval process. In addition to constructing the parking lot without approvals, Township ordinance also requires that the surface be composed of either asphalt or concrete, not crushed asphalt millings. After the meeting, the owner agreed to remove the millings and restore the property to its pre-construction condition. I look forward to working with the owner on getting his proper approvals for a proper spring construction.

From October 2<sup>nd</sup> thru October 4<sup>th</sup>, I had the opportunity to attend the Annual Michigan Planning Association conference. The conference provided a wealth of information on a number of planning issues and in particular a number of legal issues facing land use within the State. It is my hope that we may take advantage of some of the programs noted during the conference not

only in the update of our Master Plan but also in the adoption of any new ordinance in the near future.

On October 10, 2013, Attorney McLain and I attended the Circuit Court hearing relating to the illegal contractor's yard located at 322 Devonshire. Prior to the actual hearing and a review of the evidence to be presented, the defendant stated that he would be vacating the property by November 30<sup>th</sup> as the bank had foreclosed on the property and there would be no need for further action. An order was entered on the record stating that the occupant would vacate the property and all person property would also be removed leaving the property in an unblighted condition.

Please contact me at my office (734-544-3651) or by email at [jlawson@ytown.org](mailto:jlawson@ytown.org)

**Charter Township of Ypsilanti Recreation Department**  
**2013 Monthly Report: August & September**  
**“Creating Community through People, Parks and Programs”**

This report covers the months of September and October. The planning that staff did during this time focused on getting our fall programs started, monitoring the department budget to ensure we stay within budgeted amounts, purchasing supplies for upcoming programs, marketing, hiring/training staff & volunteers, and planning for the end of the year. We also began to look at what programs we plan on offering for the winter/spring season and started securing venues, staff, volunteers and supplies.

We once again have begun to look into adjusting our fee structure for programs and services. The survey that was conducted as part of the parks and recreation master plan process indicated that our community was willing to pay a higher fee for continued quality services. The process will include analyzing our costs vs. benefits, looking at what others are charging in the area and looking for ways to lower costs. This will be an on-going effort for the next several months.

The biggest challenge we have continues to be finding ways to do more with less and working with a smaller support staff (seasonal employees). A lot of credit needs to go to all of our managers, clerks, building attendants and custodians for keeping up with all of our offerings. Each and every one of our staff continues to step up to the plate to deliver quality programs and services to our community.

We continue to seek input from our customers; seek out grant, sponsorship and partnership opportunities and look for ways to become more user-friendly to those we serve. We continue to find ways to enhance our section of the township’s website and to improve our Facebook page. We are looking into developing a Twitter account and looking into contracting with a company/service to develop a professional e-newsletter for the department. We are currently gathering information including costs.

As always, this report highlights the many **“Benefits”** of the programs and services that were offered during the months of January & February. The importance of what we do is better understood by measuring the “benefits & outcomes” as a result of what we do.

Finally, we will continue to research and implement the nationwide trend of **“Placemaking”** and the important role parks and recreation has within the community making it a destination place for new residents and businesses. We understand that the two largest generations in our Nation’s history, the “Millennials” and “Baby Boomers” are looking for a sense of place to call home. In most instances, they choose place first, then work. These generations and businesses look for communities that have quality parks, recreational opportunities, quality schools, convenient shopping and ease of transportation (including non-motorized) when relocating. We will continue to provide quality of life programs, services and facilities to accommodate the current and future needs of our community.



## 1. Partnerships, Sponsorships, Donations & Grants:

- We continue to join forces with **MRPA, Palace Entertainment, the Detroit Red Wings and the Detroit Zoo** to be able to offer on-line discount tickets to their venues including sporting events, shows and concerts. We have had some success so far and believe this service will grow as more find out about it. We do get a small commission for every ticket sold.
- We have an agreement with **Cedar Point** to sell discount tickets this summer. We will be getting a commission from them.
- Our **“50 & Beyond” Annual Bazaar, Craft & Health Fair** is scheduled for October 10<sup>th</sup> & 19<sup>th</sup>. We currently have over 100 prizes donated for the raffle from the general public, local businesses and our members.
- We are working with the **American Red Cross** to provide a free “Fire Safety Fair.” The fair will take place in November and each participant will receive a disaster kit, fire extinguisher, smoke & carbon monoxide detector, and window film. The goal is to reduce home fires in the community.
- The Senior Nutrition Program has turned over the operation of the program to the township. In return we are reimbursed through a grant program. Gladys Hartford is the employee that will be running the serving of the meals under Debbie’s direction. In August and September we server over 1500 meals.
- The **Enhance Fitness** is the only physical fitness class that continues through the summer. The partnership with the **National Kidney Foundation** is going well
- We continue to offer, on the first Thursday of every month, the **Focus Hope** food distribution. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. Again we are one of the largest sites for our county. Our numbers are averaging 200 families a month.
- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state governments is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion.
- **Okinawan Karate Clubs (OKC)** provides teachers year round for our Karate and Little Ninjas programs.
- Our Ypsilanti Township Softball program is a member of **Michigan Amateur Softball Association (MASA)**. Our softball program began play in September at the Community Center Fields.
- The Recreation Department continues to partner with the **National Alliance for Youth Sports (NAYS)** Start Smart programs. We concluded our Start Smart Basketball program in August. Another session will begin in December.

## 2. Marketing and Promotion:

- We worked hard on developing the 2013/2014 Fall/Winter edition of “Discover Ypsilanti Township.” This issue is 36 pages and hit the streets in mid-August. We have expanded many program offerings and will offset costs with the use of additional volunteers and donations. It still remains our best marketing tool.
- We continue to send out **e-blasts** to target audiences for several of our programs. With the new **Constant Contact e-newsletter** system we are using, we are able to reach literally thousands with up-to-date information. A good example of the effectiveness of this method of promotion is with our fall dance program. We sent out an e-blast with registration information and within two hours we received over \$500 worth of on-line registration and dozens of phone calls.
- Our “**Facebook**” page for the recreation department remains to be popular and continues to grow. This has become a strong marketing tool for us as it allows greater interaction with staff and our community. **The popularity of “Social Networking”** is surpassing printed media and even email. We promote many of our programs and services on our Facebook page. The community can post comments and photographs on the site and share their experiences with everyone. We are working hard to build our “Fan” base on the site. Lisa Garrett & Lynda McCrystal has stepped up to keep our Facebook site current.
- **Word of Mouth Promotion** – We are finding that the vast majority of our patrons who participate in our programs value the benefits so much that they are telling their friends and neighbors about us. We continue to get new customers.
- We have contacted players, parents and coaches from prior seasons for our fall programs that had registrations due September and October.

## 3. Reference and Referral

- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state government is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion Manor.
- We get very busy and find it difficult to write down every time we help a member but rest assured that it is on a daily basis in one way or another. From calling referral agencies for them to just being there to listen our members know we care and that we are here for them.
- Our families invite friends, classmates and neighbors to join our programs.
- We also respond to public inquiries about our recreation programs made by phone, email, or during public meetings.
- Parents routinely drop by the Community center to talk about the actives we offer and what programs they can register for.

#### 4. Community Collaboration and Outreach:

- On the first Thursday of every month we continue to host the **Focus Hope food distribution**. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. We continue to be one of the largest sites for our county. Our numbers are averaging close to 200 families per month.
- Many teams and organizations call our fields and courts home. We also provided game and practice facilities to area programs. Fortis Academy, East Arbor Academy and The Ypsilanti Lincoln Soccer Club play their home games at Ford Heritage Park and Ford Lake Park. Several AAU basketball teams hold practices at the Community Center Gym.
- Calvary Christian Academy held their Fall Color 5k walk/run at North Bay Park in September.
- Township resident Presley Wright contacted the Recreation Department to help raise money for Alzheimer's. A charity softball tournament was held at the Community Center Fields in August to benefit the Alzheimer's Association, Michigan Great Lakes Chapter.

#### 5. Collaboration with other Departments:

- Ron Fulton continues to assist with the Lakeside Park project. His valued expertise has helped us make sure we follow township policy, codes and requirements so we do not make mistakes. This will save us time, energy and money in the long run.
- Joe Lawson has been providing support for the revision of the parks & recreation master plan. Our goal is to have this plan compliment the Township's over all master plan.
- We are continuing to work Rebecca Bush on the new Township website with Computer Support by organizing the content that will be available on the site.
- We coordinated game and practice field preparations with Parks and Grounds maintenance staff for August and September. We met with the park maintenance staff to plan for the soccer, softball and football practices and games. We have a safe playing environment for our program participants thanks to our maintenance staff.
- Our new soccer field layout at Ford Heritage Park was completed in August. This resulted in the need to move our full size (11v 11) field to Ford Lake Park. The new layout was enthusiastically received when teams began practice and games in September. The fields are in constant use and areas need to be repaired were grass cover has been lost. Work to repair these areas will need to begin in October.
- Youth Soccer practices and games began in September. All games were played at Ford Heritage Park. Teams also practice at Ford Heritage Park as well as Ford Lake Park, Burns Park, and Wendell Holmes Park.
- Youth Flag Football practices and games began in September. All games were played at Loonfeather Park. Teams also practice at Loonfeather Park.
- We coordinate with custodial staff for ongoing program needs in the Community Center gym and class rooms.
- We coordinate with custodial staff for ongoing program needs in the Community Center gym and class rooms.

## 6. Health & Wellness:

- Our exercise and dance classes resumed in September and we experienced growth in Zumba and Pilates by dropping down the fees a bit. The additional number of participants gives us a bigger profit margin the taking less participants at a higher price. It also allows more from our community a chance to participate.
- All of the “50 & Beyond” exercise classes resumed in September. We now offer Tai Chi, Lifetime Fitness, Yoga, & Line Dancing. All of these classes are offered through the WCC Emeriti’s Program. We also offer the Walking program, Intermediate and beginning Tap, Dance-R-size and Hawaiian taught by our staff.
- Our Walking program at the community center has proven to be a big hit for our older population. Our next challenge for the walkers is to walk to Beijing China. This equates to over 6,000 miles to be reached by before April 2014.
- We received a large amount of samples from “Hand it to Senior’s”. The samples were for Hyland’s Restful Legs. A Homeopathic supplement. They also provided coupons for this product. Many seniors suffer from Restless Leg Syndrome.
- The Recreation Department provides programs to enhance the quality of life for our community members by providing a *Variety* of recreational programs. We are committed to provide recreational activities and facilities that are safe, accessible, and aesthetically pleasing to the entire Community.

## 7. Provide Recreational Experiences:

### A. “50 & Beyond” Programs, Services & News

- We are still working on this year’s bazaar scheduled for October 18 & 19. We have over 100 raffle prizes donated so far. We see the bazaar not only as a fundraiser for the senior program but also a wonderful marketing and promotion tool for the community center and the township.
- We held our annual 9-11 tribute this month with a dedication to those that lost their lives and those that saved lives. We had 4 firefighters. The Lively Singers sang a beautiful song and poetry was read. Over 70 people attended.
- The **Senior Surfers** computer training class continues to be offered at the Whittaker Rd Library. Every month we have 4-10 people enroll in this class. The partnership with the library is great because we cannot offer training on the internet here at the community center.
- We continue to offer literally dozens of programs and services to our “50 & Beyond” members on a daily and weekly basis. We have a strong core of members that participate every day in one or more of our health & fitness classes, our different clubs, in games, travel and in our educational programs.
- Donna Hewitt will turn 100 years old in October. She still directs and plays the piano for the **Music Makers** singing group. They travel to area assisted living homes and sing every week.
- Kendra Pauline, one of the part time staff in the senior department resigned in August. She accepted a full time position with Walgreens as a Pharmacy Tech. We have hired Megan Slaith three days a week and Lauren Bass 2 days a week.

- The senior department applied for a grant and should hear something in November. We asked for \$12,000.00 for 3 different areas, sound equipment, treadmills, and chairs.

**“50 & Beyond” Classes, Events & Activities in August and September:**

Red Hat	Bingo	Country Music	TOPS
Acoustic Music	Pinochle	Ceramics	Recycled Cards
Crafts	Bridge Club	Quilters Club	Foot Nurse Visit
Scrabble Club	Mahjong Club	Enhanced Fitness	Pickleball
Movie Club	Jewelry Making	Birthday Celebration	Tai Chi
Lifetime Fitness	Yoga	Line Dancing	Tap dance
Dance-R Size	Hawaiian	Watercolor Class	Drawing Class
9-11 tribute	Recorder class	Lively Singers	Music Makers

**“50 & Beyond” Trips in August and September:**

Tiger Game	Eastern Market	Turkeyville	Mystery Trip
------------	----------------	-------------	--------------

**B. Enrichment & Special Events**

- Several **afterschool art programs** are starting to take off for the children. Tina has 3 of her 4 classes offered moving forward. We are working to build on this program and get more families interested in enrolling their children.
- We are getting ready for **Halloween Town and Family Fun Day** in October. This year both events will be on the same day and are free to our public. We currently have over 70 children registered.
- **Guitar Lessons:** Lessons are offered for three year olds – 8<sup>th</sup> graders. These are group lessons. Students benefit from working as an ensemble and no prior experience is required. We are also providing private lessons which are becoming very popular.
- **Get Rhythm with Em”:** For the younger children we offered a rhythm class which was also a group lesson. The students were encouraged to work together while having fun with music. All types of percussion were introduced. Rhythm activities help improve motor skills, cooperation and sharing.
- **Tot Time:** With the cancellation of our long running Kids Korner program, our free Tot Time program is growing. We have transformed our Kids Korner room into a place where parents and their toddlers can come and enjoy an atmosphere of fun and excitement. On any given day we have had as many as 12 parents and 18 kids enjoying our facilities. They are also learning about the other wonderful programs we offer and are signing up.
- **Fall Dance Classes:** Our youth fall dance classes began in September. We have 265 students enrolled in a variety of classes for ages 2-18. This season we have a new coordinator, Jennifer Burke, who has been teaching for us for seven years. We also have three new instructors who are doing a fine job.

- **Enrichment Classes, Events & Activities in August & September:**

Youth Art Classes	Adult Art Classes	Tot Time
Youth Dance Classes	Guitar Lessons	Music Lessons
Jump-A-Rama	Creative Characters	

### C. Sports & Fitness Programs

- Our **Okinawan Karate** students learned defense tactics that help build a strong mind and body. They practiced defensive tactics and proper self-defense methods. The class emphasized physical and mental growth along with socially responsible behavior. Some of the traits developed through martial arts are self-confidence, respect & discipline.
- Our **Little Ninjas** were introduced to Karate and basic self-defense techniques. Children learned safety tips such as how to get out of the grasp of a predator and when to use a shin kick. They had fun with games, various exercises and improved coordination with basic kicks and jabs.
- Our **Jump-A-Rama Gymnasts** learned basic gymnastic techniques focusing on body awareness, self-confidence and coordination. They had fun learning skills such as rolls, hand stands and cartwheels.
- Our **Youth Soccer and Pre-School Soccer** players learned teamwork and developed skills at each age level. With parents, coaches and referees, players learned the importance of participating in sports. Youth Soccer games began in September at Ford Heritage Park. Teams also practice at Ford Heritage Park as well as Ford Lake Park, Burns Park and Wendell Holmes Park.
- Our youth summer **Soccer Camp** took place at the Ford Heritage Park.
- The fall adult **Coed Softball** league began play in September.
- Our **Adult Soccer League** teams played for the 2013 Ypsilanti Township Cup in August at Ford Heritage Park. The Flying Torpedoes took home the cup with a win over Latino.
- Our **Start Smart Basketball** players completed another successful season and finished with families watching them participate in their first ever basketball game.
- Our **Summer Basketball Camp** and took place at the Community Center gym.
- **Flag Football** players headed to training camp at the beginning of September. Players developed their skills at each age level. The first games were played on the third Saturday in September. The season continues through October at Loonfeather Park.
- The four **Adult Racquetball Leagues** started play in September.

- **Health and Sports/Athletic Programs for September & October:**

Soccer Camp	Start Smart Basketball	Little Ninja's
Okinawan Karate	Boys Gymnastics	Girls Gymnastics
Pre-School Soccer	3v3 Soccer	4v4 Soccer
6v6 Soccer	8v8 Soccer	Flag Football
Adult Racquetball	Zumba	Jump-A-Rama
Yoga	Bokwa	Pilates
Adult Softball	Pickleball	Soccer Camp
Start Smart Basketball	Youth Basketball Camp	

## 8. Staff/Volunteer Hiring and Development:

- **Volunteers:** Between our youth sports, special events, and our “50 & Beyond” programs, we have recruited and trained **well over 140 volunteers** in the past few months. With the diversity of our program offerings, **well over 1,500 hours** of training, development and supervision has been placed towards volunteers by our management team. Unlike other departments, we depend on volunteers to facilitate many of our programs and spend an enormous amount of time and effort into this. All of this is done in addition to the rest of the responsibilities we have.
- **Building Attendants:** Over the past couple of months we have continued to train two new Building Attendants. Both seem to be catching on quite well. It usually takes a full year to properly train Building Attendants.
- **Youth Dance Staff:** Beginning this fall, we hired three new dance instructors and a new Dance Coordinator. Training is going well and will continue throughout the fall. The new instructors have been received favorably by our dance community. They all have a wealth of experience and training.
- Meetings and clinics for **sports officials** are held seasonally for our youth and adult league sports officials. These sessions help our part time staff and volunteers continue their education in the sport they are participating in. They learn about developing skills to provide positive support for our players in our Youth Soccer, Pre-School Soccer and Flag Football programs.
- Our **Start Smart** program trains future youth league parents and coaches, while developing future participants for our organized sports programs.
- Our **soccer referees** are ages of 11 years old to adult. For some of our younger sports officials, this is their first work experience. Even at a young age they have already played soccer for years and they take great pride in giving back to their sport. They join our adult age referees to give us a total 20 referees that worked to cover all the soccer games in August and September.
- We welcomed our **soccer coaches and parents** to our soccer program on a Monday evening in September. Our pre-season meeting for coaches and volunteers to learn more about our soccer program was held at the fields. Players were invited so that we could demonstrate some skill sessions, games and coaching methods. The soccer clinic was conducted by Mike Meyer, USSF Coach. Our soccer referee clinic was held on a September Saturday morning and conducted by Tom Yankey, USSF official.
- Our Flag Football coaches met in September held their coaches and referees meeting at the Community Center in preparation for the upcoming season.

## 9. Youth Development:

- To help ensure the health and safety of young athletes, the Recreation Department is participating in the CDC developed **the Heads Up: Concussion in Youth Sports Initiative** to offer information about concussions to coaches, parents, and athletes involved in youth sports. The *Heads Up* initiative provides important information on preventing, recognizing, and responding to a concussion.
- Flag Football gives youngsters the chance to be a football player as they discover the values of teamwork and sportsmanship. The program provides young players a fun and

exciting opportunity to engage in non-contact, continuous action while learning lessons in teamwork. The Flag Football program is designed to educate young people about football while emphasizing participation and sportsmanship. Players learn skills and lessons that help them succeed both on and off the field. Flag Football is a five-on-five game filled with fun and action. In this game, the offensive team plays for a first down at midfield and a touchdown in the end zone. Running and passing plays are allowed, although there are “no-running zones” at midfield and near each goal line. The defensive team covers receivers, rushes the passer and grabs flags to make “tackles.”

- Our coaches are sensitive to each child’s development needs. By providing age appropriate coaching, rules and equipment, players find our youth sports programs are fun to play in. Participants build their confidence, self-esteem and make new friends while participating in a variety of programs. We strive to help each child reach his or her full potential and be prepared to move to the next stage of development. Coaches focus on safety, skills, good nutrition and good physical fitness for the age group and that team sports are a long-term developmental process.

#### 10. Park Operations/Development:

- **Lakeside Park Grant** – Construction has started on the park portion of this project. The Boathouse portion of this project has an executed contract in place at this time. Contracting Resources has been chosen to do the work. They are in the process of finalizing the construction drawings. Once we receive the final sealed drawings, Ron Fulton will need to review them as well as the MDNR for final approval. At this point it looks like we will need a second extension from the MDNR to complete the project.
- **2013 Park Operations** – Park operations ended in September. This year we had four Rangers and eleven Park attendants working the gates and patrolling the parks. Over all, shelter rentals and gate fees have been down at the same level as in 2012.
- **Parks and Recreation Master Plan Update:** Work is progressing on the revision of the parks & recreation master plan. There still is an interactive blog for the plan at [www.ytownrecreation.com](http://www.ytownrecreation.com). This site we continually be updated with the progress of the plan. It is also another avenue to provide comments. We plan on presenting the plan to the Park Commission in October for review and input. We also plan on hosting a public forum which will give our community an opportunity to review the draft and provide comments.

#### 11. Recreation “Managing Team” Update:

- The Recreation Department “Managing Team” consists of the three managers and two clerks. We spend many hours each month meeting and working on ways to improve the quality of our services. Considering this has been our goal for the past few years here at the recreation center, it is getting increasingly difficult to find areas to cut without cutting services or programs. We have very talented and dedicated staff that has contributed to the success and growth of our department. Cutting additional support staff and/or cutting program supplies will mean a reduction in what is offered to our residents. Everyone here is doing all that they can to service our community. It



would be difficult for current staff to take on additional duties without seeing a significant drop in services and revenue.

- The Recreation Director continues to meet with the Department Clerks and Custodians on a regular basis. Their input has been very valuable to the operations of the department. Through their efforts we have found better ways to do business while saving time and money. They are a big part of our success.

Respectfully Submitted,

Art Serafinski, CPRP, Recreation Director

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



## Residential Services

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

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: October 21, 2013

RE: RSD Monthly Report- September-October

I have met many times with OHM with regard to shoring up the building here with tuck-pointing and other structural issues that have evolved over the years of this building. I have also asked them to put a proposal/ plan together to look at Veteran's drive here at the Civic Center. There has been discussion to have AAATA use this drive to go between the Library and here and in its current condition, it is probably not usable. My request to them includes that if done, it must meet Washtenaw County Road Commission standards. I feel this is necessary if we are going to have this road be used by heavy and frequent traffic. This may entail straightening the road out a bit in order for it to meet this standard. This may also help with the current storm water issue that is present now in the area and benefit for any future development that may come in the future.

Carl Girbach and I have been working with Barrett Paving on the paving work you approve last month and we expect for the paving to start on or around October 23, 2013. We have been working on the preparation necessary for the work and working on alternative parking scenarios.

Last week, I was called in to on an overflowing sewer problem in Ford Lake Park. I resolved the immediate concern right away, but upon further examination the next morning, we discovered that we had some major blockages in the line at the back end of the park. We contacted YCUA and they spent the next few days jetting out and cutting our many large root systems in those sewers. As of today, I think all is resolved in this line. YCUA was very responsive on this and I thank them for their efforts in this endeavor.

Michael Saranen and I worked on the Dam Safety Plan (DSP) over the past weeks and that will be brought to the Board for an endorsement by resolution. This is a new requirement that F.E.R.C. is asking for, and we would like to get it to them by the end of the year.

I have been working with Travis McDugald and Mike Radzik on getting the specifications for the camera system over the past months. This will turn into a two stage process as we do not have enough money budgeted for all the cameras and servers that we need to cover all the properties of the Township. I had hoped to have this to the Board for the October 28 Board Meeting but at this time, it appears as though I may not have it from the group putting the specs together.

We have met with the Washtenaw County Road Commission on the Grove Rd. Bike Path. They took bids from their qualified vendors for the engineering of this path. OHM was awarded this and has now begun to stake out the locations of the path on both the north and south side of the road. We expect this to be completed in the summer of 2013.

A group of us met to discuss what, if anything that we feel the Township may need to address in the upcoming AFSCME negotiations. I had a few suggestions and I am aware that the discussions have begun between the two sides.

On October 22, Cardno ATC will be going into the former MSP post to conduct an ACM survey. This is necessary before any construction begins as contractors must be notified of any asbestos containing materials and / or hazards in the building.

We are gathering pricing for crack filling and seal coating the “front” Civic Center parking lot. I am hoping that we can get this done so that perhaps the lot can last another 5-7 years. This lot was done in 2003, so is 10 years old and it is time to do some maintenance on it.

The project for Ford Lake Tennis Courts is still on hold and it appears that will be the case for the rest of 2012. Sadly, the National Parks Service has still not given their blessing on this project. With the asphalt plants closing within the next month, it will be 2013 before things begin.

I have put in writing a request to the Washtenaw County Parks and Recreation Department to authorize a delay in the multi-use path along Textile Road. We have contracted with the WCRC to design and build this path and they have come across a resident not willing to give an easement. This easement is essential to the plan and the WCRC work is delayed due to filing to exercise for eminent domain on the property.

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 4 after hour call-ins for the month.

Average precipitation for the September is about 3.5”, this year it was about 1.4” of rain.

Production Month:	<b>September-2013</b>	
	MWh Estimated	Estimated
	Delivered	Gross
Contract Energy	277.389	\$ 16,390.93
Non Contract Energy	3.058	\$ 70.92
<b>Total Energy</b>	<b>280.447</b>	<b>\$ 16,461.84</b>
DTE Administration Charge		\$ 279.04
DTE Rider Charge		\$ 312.00
<b>Total DTE Charges to Ford Lake</b>		<b>\$ 591.04</b>
Escrow Agreement		\$ 1,389.72
<b>Total Deductions</b>		<b>\$ 1,980.76</b>
<b>Est. Obligation by DTE to Hydro</b>		<b>\$ 14,481.08</b>
Mw generation are estimates only.		
Net electrical generation can be obtained from DTE Statements.		

#### Operation Summary

	August	YTD	2012
Days Online	30	283	337
Generation MWH (estimated)	280.447	7,220.065	7,586.136
Generation lost MWH (estimated)*	23.319	348.497	150.245

\*losses related to scheduled & unscheduled maintenance and water quality discharges.

#### After Hour Call In

Water levels	0	34	23
Mechanical/Electrical	4	5	5
Other	0	0	1
<b>Totals</b>	<b>4</b>	<b>39</b>	<b>29</b>

## **Activities:**

### **Ford Lake Dam**

#### General Summary:

Production for September was slightly below average. Third quarter finished up 24 % above the historical average and for the YTD ---93%.

The department has been working on monitoring WQ and taking readings, cutting grass, general maintenance, and completed an electrical upgrade to the station transfer switch.

We are also in the process of making final plans for the start of the North Hydro Shoreline Project.

The Board approved new station batteries in September and they are on order. The installation date has not been set yet, but is likely late October.

#### Regulatory Update:

The FERC is now requiring all significant and high hazard dams to submit a formal Owners Dam Safety Program. This program will have to include all aspects related to the safety of the dam and who responsible to do what. I have heard back from the FERC on our Program. In general the Program fulfills the FERC requirement and only will need a couple of changes. In coming months, I will submit a request to adopt the Program by the Board for formal implementation. Prior to adoption we will hold some meeting to discuss the continuing responsibility by the Township and by the employees.

By December 2013, the Township has to file a Sediment and Fish Analysis Report as outlined by the FERC license. We have results of the sediments that were collected by Wayne State. The fish collection is now done; next step for the State will be supplying the lab results to the Township to include in the WQ Report. The Fish Analysis Report will likely be in 2014 due to the back log at the state lab.

Also, the FERC has required us to enhance the EAP to include high flow procedures. This change has to be completed by December 2013.

Water Quality Summary:

The water quality monitoring begins on June 1<sup>st</sup> and ended on September 30<sup>th</sup>; the operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for the purpose of improving the lake is not always possible.

Month	Days spilling	Lost KWh*	Lost \$ *	2012
May	14.1	64,600	\$ 3,817	\$ 1,252
June	18.8	99,695	\$ 4,133	\$ 3,287
July	6.9	50,020	\$ 1,551	\$ 466
August	9.1	97,000	\$ 5,617	\$ 0
September	.25	20,750	\$ 1,187	\$ 0
October			\$	\$ 0
Totals	49.15	* 311,315	* \$ 16,305	*\$ 5,005

\*estimated losses from diverting water away from generators and/or operating the generator less efficient for improving WQ purposes.

Other:

The Township Board approved looking into reducing communication costs related to the DTE substations. DTE has conducted a site visit and supplied an application for upgrading our transfer trip system. DTE Electric is now reviewing the options for upgrading the existing system. This process could take 90 to 120 days before the Twp will have options to review.

**Sargent Charles Dam and Tyler Dam**

Each dam continues to get routine safety inspections and appropriate maintenance.

Stantec is now working on the Tyler Dam Phase 1 project. In the upcoming Board meeting, a draft report will be available to review with the presentation.

Sargent Charles Dam was scheduled for a 5 year inspection by the MDNR, Dam Safety, and this was conducted on June 26<sup>th</sup>; we got an overall good grade. Formal report will be given to the Township in a few months.

The staff installed yellow debris booms to help prevent weeds from blocking the low level cut outs. This will help maintain a more consistent water level during low flow periods.

**WORK SESSION AGENDA**  
**CHARTER TOWNSHIP OF YPSILANTI**  
**MONDAY, OCTOBER 28, 2013**

***5:00 P.M.***

**CIVIC CENTER  
BOARD ROOM  
7200 S. HURON RIVER DRIVE**

1. WAYFINDING SIGNAGE SYSTEM .....DEBBIE LOCKE-DANIEL
2. TYLER DAM PHASE 1 PROGRESS REPORT ..... MIKE SARANEN
3. FINAL ROUND – CONNECTING COMMUNITIES GRANT ..... JEFF ALLEN
4. REVIEW AGENDA
5. OTHER DISCUSSION



Ypsilanti Area Convention & Visitors Bureau

*Promoting Ypsilanti | Ann Arbor Area*

October 21, 2013

Brenda Stumbo  
Ypsilanti Township Supervisor

Dear Brenda:

I would like this letter to serve as an official request to the Ypsilanti Township Board for a contribution of \$2,500 toward to the cost of the Beckett&Rader Planning process for establishing a Wayfinding Signage System throughout both the City of Ypsilanti and Ypsilanti Township. The total cost of the Plan is \$27,500.

It is the opinion of the Board of the Ypsilanti Area Convention & Visitors Bureau Board of Directors, as well as other local stakeholders who have pledged monetary support to the Plan (Eastern Michigan University, the Ypsilanti Downtown Development Authority, the Ann Arbor Ypsilanti Chamber of Commerce, the City of Ypsilanti and the Eastern Leadership Group), that a well planned and executed wayfinding signage system throughout the Ypsilanti area would assist both visitors and local residents in finding their way around and to our wonderful communities. Local festivals, events and attractions such as our museums contribute \$2-3 million dollars of economic impact to our economy annually which makes a viable attractive signage system even more important. Finally, great signage sends a message to our visitors that we are a well thought out community who wants their business. We hope you agree!

I look forward to meeting with your board on October 28<sup>th</sup> with information on this initiative. Per your request I have attached a copy of a letter from the City of Ypsilanti stating their level of contribution.

Please let me know if you require any other information preceding the meeting.

Regards,

A handwritten signature in blue ink that reads "Debbie".

Debbie Locke-Daniel  
Executive Director  
Ypsilanti Area Convention & Visitors Bureau



B R *i*  
Beckett&Raeder

*Landscape Architecture  
Planning, Engineering &  
Environmental Services*

July 15, 2013

Debbie Locke-Daniel, Director  
Ypsilanti CVB  
106 W. Michigan Ave.  
Ypsilanti, MI 48197

**Regarding: RFP: Proposal for a Wayfinding and Signage Plan and Design Services**

Dear Ms. Locke;

Beckett and Raeder Inc. is pleased to submit the attached proposal for professional services to prepare a Wayfinding and Signage Plan and Design services for Ypsilanti.

Beckett and Raeder, Inc. is a landscape architecture, planning, and engineering firm located in Ann Arbor, Michigan with over thirty years of active experience in planning, complete streets planning, master planning, development programs, downtown development, concept design and implementation projects.

As a Landscape Architect with over 37 years of experience, I have developed signage plans for many Michigan communities. We have completed sign designs and / or wayfinding plans for Allegan, Dexter, Dundee, Blissfield, Rogers City, Grandville, Utica and Marquette, as well as systems for university and college campuses and parks. We believe our firm's approach and experience with sign programs, which always includes coordination with regulating agencies, will result in a successful Signage and Wayfinding Study that can guide your community for many years to come.

The goal for sign designs is to be consistent and attractive and to create a unique visual character for Ypsilanti. We will make every effort to create a program consistent with this goal, however, all signs along MDOT right of way will need to be designed per MDOT Sign Design Standards.

We are excited about the possibility of working in Ypsilanti again, and look forward to hearing from you regarding this project. If you have any questions or need additional information, please feel free to contact me.

Sincerely,



Deborah J. Cooper  
Principal

**Beckett & Raeder, Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103

734 663.2622 ph  
734 663.6759 fx

Petoskey Office  
616 Petoskey St., Suite 100  
Petoskey, MI 49770

231.347.2523 ph  
231.347.2524 fx

Traverse City Office  
921 West 11th St., Suite 2E  
Traverse City, MI 49684

231.933.8400 ph  
231.944.1709 fx

Toledo  
419.242.3428 ph

TABLE OF CONTENTS

SECTION I

Professional Qualifications

- Business Organization
- Services
- Clients
- Awards
- Professional Affiliations

SECTION II

Proposal Information

- Scope of Work
- Professional Fee
- Schedule
- References

SECTION III

Project Team

- Deborah J. Cooper, LLA
- Brian D. Barrick, LLA

SECTION IV

Representative Projects

- Grandville Wayfinding Signage
- Marshall Signage
- Henry Ford Community College Signage & Wayfinding
- Signage and Wayfinding
- Utica Wayfinding Signage
- Utica Wayfinding and Signage System Plan

**Ypsilanti Wayfinding  
and Signage Plan and  
Design Services**

Ypsilanti CVB  
Ypsilanti, Michigan

Contact:  
Deborah J. Cooper, LLA  
coop@bria2.com

734-663-2622



**ORGANIZATION:**

Beckett & Raeder, Inc. is a Michigan Corporation headquartered in Ann Arbor with additional offices in Petoskey and Traverse City, Michigan. The firm has a full time staff of 20, including landscape architects, planners, civil engineers, ecologists, LEED accredited professionals and support staff maintaining registrations in the States of Michigan, Ohio, Indiana, Idaho, Wisconsin, Florida, Tennessee and Illinois and certification at the national level.

**HISTORY:**

Beckett & Raeder, Inc., was established as a Michigan corporation in 1966 with its corporate office in Ann Arbor, Michigan.

**SERVICES:**

Major areas of practice and scope of services include sustainable design, land use programming and analysis, master planning, campus planning, placemaking, site planning and civil engineering, site development, municipal engineering, storm water management, downtown revitalization and redevelopment, community planning and urban design, economic development, public/private development services, and ecological and environmental sciences.

**PHILOSOPHY:**

All commissions accepted by the firm are accomplished under the direct supervision of one of the firm's six principals. Senior Associates, Associates, Project Landscape Architects, Planners, Engineers, and Ecologists are assigned to projects in accordance with their individual expertise and the requirements of the project. In keeping with the philosophy of the office, the project team is involved in all aspects of the work through its entire duration. The firm routinely engages other consultants, as the work plan requires.

**LOCATIONS:**

Ann Arbor, Michigan 535 W. William, Suite 101  
 Ann Arbor, MI 48103  
 734.663.2622 ph  
 734.663.6759 fx

Traverse City, Michigan 921 West 11th Street  
 Suite 2E  
 Traverse City, MI 49684  
 231.933.8400 ph  
 231.944.1709 fx

Petoskey Office, Michigan 616 Petoskey Street  
 Suite 100  
 Petoskey, MI 49770  
 231.347.2523 ph  
 231.347.2524 fx

Toledo, Ohio 419.242.3428 ph

World Wide [www.bria2.com](http://www.bria2.com)

## Services



### INFRASTRUCTURE

- Storm Water Management
- Water Distribution Systems
- Sanitary Sewer Systems
- Capacity Analysis
- Capital Improvement Program
- Wellhead Design and Protection
- Pavement Evaluation
- Streets and Roads
- Onsite Sewage Treatment
- Utility Marking
- Parking

### COMMUNITY PLANNING & ZONING

- Comprehensive Master Plans
- Brownfield Redevelopment
- Zoning Ordinance /Codes
- Specialized Zoning Ordinance Provisions
- Development Standards and Guidelines
- Site Plan Review
- Strategic Planning
- Expert Witness Zoning Testimony
- Community Development
- Greenway Planning
- New Urbanism

### ENVIRONMENTAL SERVICES

- Site Evaluation and Analysis
- Low Impact, Conservation Design
- Wetland Delineation
- Constructed Wetland Design and Installation
- Wetland Restoration
- Storm Water Management

### ANALYSIS & EVALUATION

- Site Analysis
- Feasibility Studies
- Site Selection Studies
- Buildout Analysis
- Market Analysis
- Demographics
- Natural Features Interpretive Studies

### PROJECT CONSTRUCTION

- Construction Administration
- Field Inspection
- Storm Water Operator
- Bridge Inspection
- Specification Writing
- Project Cost Estimating
- Construction Drawings

### DOWNTOWN & ECONOMIC DEVELOPMENT

- Brownfield Redevelopment
- Grant Writing
- Downtown Management
- Downtown Master Plans
- Special Finance Districts
- Adaptive Reuse Studies
- Retail Market Analysis
- Strategic Planning/Visioning Workshops
- Physical Design Plans
- Streetscape Design & Implementation
- Wayfinding and Signage
- Tax Increment Financing & Development Plans
- DDA Creation

### SITE DESIGN

- Planting Design
- Irrigation Design
- Grading Plans
- Utility Plans
- Pavement Design
- Lighting Design
- Site Design Guidelines
- Park Design

### URBAN DESIGN

- Corridor Design & Planning
- Streetscape Design
- Waterfront Design

### FACILITY DESIGN

- Marina Design
- Playground Design
- Athletic Facility Design
- K-12 Site Development
- Subdivision Design
- Campgrounds
- Parks Design
- Higher Education

### MASTER PLANNING

- Campus Planning
- Traditional Neighborhood & Small Town Design
- Community Master Planning
- Watershed Planning
- Recreation Master Planning
- Park Master Planning
- Rural Land Planning Services
- Land Use Planning

## Clients

### Land Developers

A. C. Investments  
 Ann Arbor Associates  
 Beachum and Roeser  
 Development  
 Burroughs Farms Development  
 Canadian Lakes Development  
 ECHO Development  
 First Martin Corporation  
 Fred Greenspan Builders, Inc.  
 Fochtman Realty Company  
 Ford Motor Land Development  
 Corp.  
 Forest City Dillon  
 Guenther Building Co.  
 Holtzman-Silverman Co.  
 H.S. Landau Builders, Inc.  
 Kughn Enterprises  
 Kurkjian Building Co.  
 Markland Development Co.  
 Nosan Enterprises  
 Prudential Insurance Co.  
 Samelson Development Co.  
 Smokler Development Co.  
 The Courtelis Co.  
 The Taubman Co.  
 Travis Corp.  
 Trerice Development Co.  
 TSM Inc.  
 Turner Development Co.  
 W. S. Smith Co.  
 Westcor Corp.

### Counties

Antrim County, Michigan  
 Benzie County, Michigan  
 Calhoun County, Michigan  
 Cook County, Illinois  
 Emmett County, Michigan  
 Grand Traverse County, Michigan  
 Leelanau County, Michigan  
 Midland County, Michigan  
 Oakland County, Michigan  
 Ogemaw County, Michigan  
 Presque Isle County, Michigan  
 Saginaw County, Michigan  
 Washtenaw County, Michigan  
 Wayne County, Michigan

### Cities

Adrian, Michigan  
 Algonac, Michigan  
 Allegan, Michigan  
 Allen Park, Michigan  
 Alpena, Michigan

Ann Arbor, Michigan  
 Bay City, Michigan  
 Belding, Michigan  
 Belleville, Michigan  
 Benton Harbor, Michigan  
 Berkley, Michigan  
 Boyne City, Michigan  
 Dearborn, Michigan  
 Defiance, Ohio  
 Detroit, Michigan  
 Dewitt, Michigan  
 Durand, Michigan  
 Ecorse, Michigan  
 East Lansing, Michigan  
 Eastpointe, Michigan  
 Escanaba, Michigan  
 Essexville, Michigan  
 Farmington, Michigan  
 Farmington Hills, Michigan  
 Flint, Michigan  
 Grandville, Michigan  
 Garden City, Michigan  
 Greenville, Michigan  
 Hamtramck, Michigan  
 Harbor Springs, Michigan  
 Highland Park, Michigan  
 Howell, Michigan  
 Hudson, Michigan  
 Inkster, Michigan  
 Joy-Southfield, Detroit, Michigan  
 Lansing, Michigan  
 Lapeer, Michigan  
 Lathrup Village, Michigan  
 Livonia, Michigan  
 Manistee, Michigan  
 Marlette, Michigan  
 Marshall, Michigan  
 Marquette, Michigan  
 Marysville, Michigan  
 Maumee, Ohio  
 Mechanicsburg, Ohio  
 Milan, Michigan  
 Monroe, Michigan  
 Muskegon, Michigan  
 Muskegon Heights, Michigan  
 Northville, Michigan  
 Novi, Michigan  
 Petoskey, Michigan  
 Pleasant Ridge, Michigan  
 Reading, Michigan  
 Rochester Hills, Michigan  
 Rogers City, Michigan  
 Roseville, Michigan  
 Sault Ste. Marie, Michigan  
 Saginaw, Michigan

Saline, Michigan  
 Southfield, Michigan  
 Southgate, Michigan  
 Tawas City, Michigan  
 Tecumseh, Michigan  
 Temperance, Michigan  
 Toledo, Ohio  
 Trenton, Michigan  
 Traverse City, Michigan  
 Urbana, Ohio  
 Walled Lake, Michigan  
 Wayne, Michigan  
 Westland, Michigan  
 Ypsilanti, Michigan

### Villages

Bellevue, Michigan  
 Blissfield, Michigan  
 Chelsea, Michigan  
 Clinton, Michigan  
 Deerfield, Michigan  
 Dexter, Michigan  
 Dundee, Michigan  
 Honor, Michigan  
 Interlochen, Michigan  
 Mackinaw City, Michigan  
 Mechanicsburg, Ohio  
 Onekama, Michigan  
 Torch Lake, Michigan

### Townships

Acme Township, Michigan  
 Albert Township  
 Alpine Township, Michigan  
 AuSable Township, Michigan  
 Bay Township, Michigan  
 Bellevue Township, Michigan  
 Canton Township, Michigan  
 Cascade Township, Michigan  
 Centerville Township, Michigan  
 Commerce Township, Michigan  
 Crystal Lake Township, Michigan  
 Edwards Township, Michigan  
 Elmwood Township, Michigan  
 Friendship Township, Michigan  
 Glen Arbor Township, Michigan  
 Grand Blanc Township, Michigan  
 Green Lake Township, Michigan  
 Groveland Township, Michigan  
 Hartland Township, Michigan  
 Joyfield Township, Michigan  
 Leelanau Township, Michigan  
 Locke Township, Michigan  
 Long Lake Township, Michigan  
 Macomb Township, Michigan

Meridian Township, Michigan  
Milton Township, Michigan  
Monclova Township, Ohio  
Northfield Township, Michigan  
Onekama, Township, Michigan  
Perrysburg Township, Ohio  
Pittsfield Township, Michigan  
Pleasanton Township, Michigan  
Readmond Township  
Star Township, Michigan  
Superior Township, Michigan  
Sylvan Township, Michigan  
Spring Lake Township  
Springfield Township, Ohio  
Torch Lake Township, Michigan  
Tuscarora Township, Michigan  
West Bloomfield Twp, Michigan  
White Lake Township, Michigan  
Ypsilanti Township, Michigan

#### **Governmental**

Ann Arbor Transportation  
Authority  
Atomic Energy Commission  
Chippewa County Economic  
Development Corporation  
Detroit Economic Development  
Emmett Township, Michigan  
Flint Area Conference  
Harbor-Petoskey Airport  
Authority  
Illinois Department of Agriculture  
Michigan Department of  
Agriculture  
Michigan Department of  
Corrections  
Michigan Department of  
Management and Budget  
Michigan Department of Mental  
Health  
Michigan Department of Social  
Services  
Michigan Department of Natural  
Resources  
Michigan Department of State  
Police  
Michigan Department of  
Transportation  
Michigan State Housing  
Development Authority  
Michigan Main Street Center  
National Aeronautics and Space  
Administration  
NorthRiver Development  
Corporation

Toledo Metropolitan Area  
Council of Governments  
United States Department of  
Commerce  
United States Department of  
Defense  
United States Postal Service  
United States Energy Research  
and Development Administration  
United States Department of  
Transportation  
Urban Area Transportation Study  
Washtenaw County Road  
Commission

#### **Corporations**

Acheson Industries, Inc.  
Alcoa Aluminum Company of  
America  
BASF Corporation  
Baxter Laboratories, Inc.  
B.F. Goodrich Corp.  
Brown and Boveri Corporation  
Citizen's Gas  
Caterpillar Tractor Corporation  
Chrysler Corporation  
Continental Telephone Company  
Detroit Edison Company  
Domino's Pizza Inc.  
Eaton, Yale and Towne, Inc.  
Ford Motor Company  
General Electric Corporation  
General Motors Corporation  
Hallmark Cards, Inc.  
IBM Corporation  
Iowa Public Service Company  
John Deere Corporation  
Kellogg Corporation  
Little Tikes Corporation  
Parke Davis Corporation  
Wayne Disposal, Inc.  
Westinghouse Electric  
Corporation  
White Motors Corporation  
Wyandotte Chemical Corporation

#### **Institutions and Organizations**

Automobile Club of Michigan  
Barton Hills Country Club  
Beth Israel Congregation  
Bhaktivedanta Cultural Center  
Blue Cross/Blue Shield of  
Michigan  
Brighton Hospital  
Catherine McAuley Health Center

Jewish Community Center of  
Detroit  
The Edison Institute  
Lapeer General Hospital  
Marion Health Center, Marian,  
Iowa  
Methodist Retirement Homes  
Monroe Mercy Memorial Hospital  
Mount Hope Memorial Gardens  
National Endowment for the Arts  
Nazareth Hospital  
Northern Council Pentecostal  
Church  
Phi Gamma Delta Fraternity  
Pine Rest Hospital, Grand Rapids  
Providence Hospital  
St. Joseph Mercy Hospital,  
Pontiac  
St. Lawrence Hospital, Lansing  
Traverwood Village  
Travis Pointe Country Club  
Washtenaw Country Club  
Wayne County Sportsmen's Club

#### **Schools**

Ann Arbor Public Schools  
Birmingham Schools  
Cass Tech Schools  
Clawson Community Schools  
Cranbrook Educational  
Community  
Crestwood Community Schools  
Dearborn Divine Child High  
School  
Dexter Community Schools  
Fenton Area Community Schools  
Ferndale Community Schools  
Fowlerville Community Schools  
Ford-UAW Childcare Facilities  
Garden City Public Schools  
Greenhills School  
Hanover Horton Community  
Schools  
Howell Public Schools  
Holly Schools  
Ionia Public Schools  
Jackson Public Schools  
L'anse Creuse Schools  
Lincoln Park Public Schools  
Linden Schools  
Manchester Public Schools  
Milan Public Schools  
Monroe Public Schools  
Notre Dame Preparatory and  
Marist Academy

Our Lady of Sorrows School & Church  
Paw Paw Community Schools  
Petoskey Public Schools  
Plymouth Canton Schools  
Romulus Community Schools  
Rogers City Community Schools  
St. Benedicts  
St. Fabian Parish and School  
St. John the Baptist  
St. Patrick School and Church  
Saline Public Schools  
Southfield Community Schools  
South Lyon Community Schools  
Starr Commonwealth for Boys  
Troy Community Schools  
Utica Public Schools  
Warren Consolidated Schools  
Wayne Westland Community Schools  
Whitmore Lake Schools  
Willow Run Schools  
Woodhaven Public Schools

#### **Colleges and Universities**

Central Michigan University  
Eastern Michigan University  
Henry Ford Community College  
Indiana State University  
Lawrence Institute of Technology  
Lansing Community College  
Michigan State University  
Montcalm Community College  
Nazareth College  
Oakland Community College  
Oakland University  
Principia College  
The University of Michigan-Ann Arbor  
The University of Michigan-Dearborn  
Terra State Community College  
The University of Michigan-Flint  
Washtenaw Community College  
Wayne State University  
Wayne County Community College

#### **Commercial and Entertainment**

Bennigan's Restaurant  
Bill Knapps Restaurant  
Canton Softball Center  
Columbia Cable Corp.  
Dayton Hudson Company

Detroit Municipal Credit Union  
Elias Brothers Restaurants  
Great Lakes Bancorp  
Holland House Furniture, Inc.  
J.C. Penney Company  
K-Mart Corporation  
Kean's Detroit Yacht Harbor  
Little Tykes  
Lord and Taylor, Inc.  
Manufacturer's National Bank  
McDonald's Corporation  
Old Kent Bank  
Pace Membership Warehouse  
Peoples Federal Savings and Loan of Monroe  
Roostertail Supper Club  
Sears Roebuck and Company  
Standard Securities Corporation  
Key Bank (formerly Society Bank)  
University of Michigan Credit Union  
Vic Tanny International  
WPRI-TV, Providence  
WWJ-TV, Detroit  
Wendy's International  
Zingerman's

## Professional Affiliations and Organizations

The firm of Beckett & Raeder, Inc. is staffed by registered engineers, landscape architects, community planners, and environmental and ecological professionals and maintains professional affiliation with the following organizations:

### Accreditations

U. S. Green Building Council LEED Accredited Professionals

### Certifications

National Main Street Certified Manager  
Michigan Economic Development Association Certified Economic Development Professional  
Certified Stormwater Operator

### Registrations

#### Professional Registered Engineers

State of Michigan (PE)  
State of Ohio (PE)  
State of Idaho (PE)  
State of Indiana (PE)  
State of Wisconsin (PE)  
State of Tennessee (PE)

#### Licensed Landscape Architects

State of Michigan (LLA)  
State of Ohio (RLA)  
State of Florida (RLA)  
Federal Registration (CLARB)

#### Professional Registered Community Planners

State of Michigan (PCP)  
American Institute of Certified Planners (AICP)

### Memberships

American Planning Association (APA)  
American Public Works Association (APWA)  
American Society of Landscape Architects (ASLA)  
American Society of Civil Engineers (ASCE)  
Congress for the New Urbanism  
Heritage Ohio (Ohio Main Street)  
Institute of Transportation Engineers (ITE)  
MAPA Planners in Private Practice  
Michigan Complete Streets  
Michigan Downtown Association (MDA)  
Michigan Economic Development Association (MEDA)  
Michigan Historic Preservation Network  
Michigan Lake and Stream Association  
Michigan Municipal League (MML)  
Michigan Recreation and Parks Association  
Michigan Rural Network  
Michigan Association of Planning (MAP)  
Michigan Society of Professional Engineers  
National Complete Streets Coalition  
National Main Street Center  
National Society of Professional Engineers  
National Trust for Historic Preservation  
Ohio Parks & Recreation Association  
Society of Marketing Professional Services (SMPS)  
Society of College and University Professionals  
Tipp of the Mitt Watershed Council  
Toledo Metropolitan Area of Council of Governments (TMACOG)  
Urban Land Institute



## Awards



### AMERICAN INSTITUTE OF ARCHITECTS

Citation, Akron Chapter, 1984: Alltel Corporation Information Services Center, Twinsburg, Ohio: Peterson/Raeder Inc., Architects

Honor Award, Detroit Chapter, 1982  
 Oakland Community College/Southfield Campus, Southfield, Michigan:  
 Straub Associates, Architects

Design Award – 2000  
 Muskegon Lakeshore Trail  
 Landscape Design Project  
 Muskegon, Michigan

Master Plan Award – 1999  
 Charter Township of Ypsilanti  
 Recreation Master Plan  
 Ypsilanti, Michigan



### AMERICAN PLANNING ASSOCIATION

Outstanding Planning Award, 1995,  
 Michigan Chapter, Mitchell Creek  
 Watershed Protection Strategy, Grand  
 Traverse County, Michigan

Design Award – 1999  
 Village of Dundee – Old Ford Mill and  
 Ford Park West Landscape Design Plan  
 Dundee, Michigan

### AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

Merit Award, Michigan Chapter 2011  
 Childhood Learning Center  
 Central Michigan University  
 Mount Pleasant, Michigan

Merit Award, Michigan Chapter, 2003  
 Waldenburg Park, Macomb Township,  
 Michigan

### AMERICAN SOCIETY OF CONSULTING PLANNERS

Honor Award Sustainable Planning,  
 1997, Mitchell Creek Watershed  
 Protection Strategy, Grand Traverse  
 County, Michigan

Honor Award, Michigan Chapter  
 2002 UAW-FORD Family Services and  
 Learning Centers, Ten Facilities in  
 Michigan, Missouri, Ohio, Kentucky,  
 and Illinois



### MICHIGAN MUNICIPAL LEAGUE

Honor Award – 1996  
 Adrian Streetscape and Downtown  
 Revitalization Program  
 Adrian, Michigan

Merit Award, Michigan Chapter, 1999  
 City of Adrian Downtown Streetscape  
 Adrian, Michigan

### MICHIGAN RECREATION & PARK ASSOCIATION

Design Award-Landscape Design-2011  
 Bear River Valley Recreation Area  
 Petoskey, Michigan

Merit Award, Michigan Chapter, 1999  
 Whetstone Orianna Creek Watershed  
 Management Plan  
 Marquette, Michigan

Design Award-Landscape Design-2011  
 Marshbank Park  
 West Bloomfield Pars & Recreation  
 West Bloomfield, Michigan

Merit Award, Michigan Chapter, 1989  
 Townhouse Development Process,  
 Michigan State Housing Development  
 Authority



Design Award-Landscape Design 2003  
 Waldenburg Park  
 Macomb Township, Michigan

Honor Award, Michigan Chapter, 1989  
 Monroe Coastal Zone  
 Management Plan  
 Monroe, Michigan

## Awards



Honor Award, Boston Chapter,  
 Petoskey Waterfront Development  
 Petoskey, Michigan

Honor Award, Michigan Chapter,  
 Petoskey Waterfront Development  
 Petoskey, Michigan

Merit Award, Michigan Chapter,  
 Marquette Lower Harbor Study  
 Marquette, Michigan



**NATIONAL HOME BUILDERS  
 ASSOCIATION**  
 Merit Award, Mill Creek Townhouses  
 Ann Arbor, Michigan

**BETTER HOMES AND GARDENS  
 AWARDS**  
 Merit Award, Northbury Condominiums  
 Ann Arbor, Michigan



**INTERNATIONAL DOWNTOWN  
 EXECUTIVES ASSOCIATION**  
 Achievement Award  
 River Raisin Esplanade  
 Monroe, Michigan

**MISCELLANEOUS AWARDS**  
 Certificate of Award, Downtown  
 "Tivoli" Proposal, Urban Action  
 Foundation of Oklahoma City, Inc.



**MICHIGAN ASSOCIATION OF  
 PLANNING**  
 Honor Award, Monroe Coastal Zone  
 Management Plan  
 Monroe, Michigan

Honor Award  
 River Raisin Esplanade  
 Monroe, Michigan

Honor Award, "Michigan Soil  
 Erosion and Sedimentation control  
 Guidebook", State of Michigan

Honor Award, "Housing for the Elderly  
 Development Process", Michigan State  
 Development Authority

**HUD AWARDS PROGRAM**  
 Honor Award, "Woodcraft Square  
 Renovation of Former La-Z-Boy Furniture  
 Factory"  
 Monroe, Michigan

**PROGRESSIVE ARCHITECTURE  
 AWARDS PROGRAM**  
 Honor Award, "Michigan Soil Erosion  
 and Sedimentation Control Guidebook",  
 State of Michigan

Honor Award, "Housing for the Elderly  
 Development Process", Michigan State  
 Development Authority

**AMERICAN CONCRETE INSTITUTE**  
 Merit Award, Employee Courtyard,  
 Catherine McAuley Health Center  
 Ann Arbor, Michigan

**TOLEDO METROPOLITAN AREA  
 COUNCIL OF GOVERNMENTS  
 (TMACOG)**  
 Best Practices Urban Preservation Award,  
 Monroe Street Corridor Design &  
 Livability Plan  
 Toledo, Ohio

**THE CITY OF PONTIAC PRIDE &  
 BEAUTIFICATION AWARDS PROGRAM**  
 Outstanding Business Award,  
 Notre Dame Preparatory & Marist  
 Academy  
 Pontiac, Michigan

**WASHTENAW CONTRACTORS  
 ASSOCIATION -PYRAMID AWARD**  
 Skyline High School  
 Ann Arbor, Michigan

## Ypsilanti Wayfinding and Signage Plan and Design Services

For the Ypsilanti Area Convention & Visitors Bureau (YACVB)

### PROJECT UNDERSTANDING AND APPROACH

The YACVB seeks planning and design of a unified, multi-layered signage and wayfinding system to improve motorist and pedestrian visitor experiences within the greater Ypsilanti Area (City and Township) by providing improved navigation and a consistent “Ypsilanti brand” identity that reinforces the Ypsilanti Area’s unique sense of place. Beckett and Raeder, Inc. (BRI) understands these desires and has witnessed the many positive results that have occurred in our client communities implementing wayfinding systems.

In addition to providing vital navigation messages, the community “brand” or “identity” reinforced by wayfinding contributes to improved living, working, shopping, and recreating environments for visitors and residents alike. This big picture, community benefit vision is the basis for BRI’s approach to the Ypsilanti Area wayfinding and project. First steps in analysis and discussions with YACVB will include dialog of the following:

- What are the intended audiences for wayfinding improvements? What modes of transportation do they use? What specific design considerations would be helpful to the intended audiences?
- What are the primary entry gateways to the community? Which are primary roads, intersections, multi-use trails, bus terminals, airport terminals, carpool lots, etc?
- What are the primary transportation corridors in the community?
- What are the primary destinations in the community? Which are individual points? Which are districts of activity? Which are resident vs. visitor intensive destinations?
- What community benefits do various destinations hold and what do they contribute to community identity? Vital public service, cultural heritage, tourism, primary retail, specialty shopping/dining, University, etc.?
- What landmarks, character elements, cultural assets, districts, etc. are major contributors to the Ypsilanti Area’s identity? Which are or have the potential to be major contributors to the community’s economic/business climate?
- What “image” or “identity” does the Ypsilanti Area desire to present? What character does it currently present?
- What are major detractors or inhibitors to the desired community identity?
- What are major detractors or inhibitors to community navigation?

As can be discerned from the questions above, wayfinding and identity are interrelated holistic subjects with many complex components. Unfortunately, many communities and their consultants limit wayfinding and identity efforts to signage and are then disappointed with the results. In reality, signage is only one component of a successful wayfinding and identity *system*. Other elements such as landmark entry gateway elements, landscape/flower plantings, corridor tree plantings, corridor and accent lighting, vehicular and pedestrian pavement materials, building/district character, greenspace character, and other visual elements have a profound impact on wayfinding and identity. Together, these character improvements provide powerful intuitive wayfinding that are further supported by signage.

## **Why YACVB Should Select BRI**

BRI approaches all wayfinding projects with this larger mindset and will make signage and identity character recommendations accordingly. However, we also understand that this larger approach may be more than what was envisioned in the RFP and project implementation budget. BRI will assist YACVB in prioritizing recommendations for phased implementation. Consistent with the RFP, BRI's proposed scope of work will focus on development of a family of wayfinding and identity signage for first phase implementation. In addition, we will assist in identifying future phases and grant funding opportunities as they may apply to other recommended improvements. In the end, BRI's desire is for YACVB to leverage its dollars and maximize community benefit through use of matching grant funds and other collaborative community projects.

As a side note, both primary BRI staff members that will be leading this project have deep personal interest in the area. Early in her career, Deb Cooper lived in Ypsilanti and commuted to Detroit using Amtrak's Depot Town station. Brian Barrick is a 14-year Ypsilanti Township resident with intimate knowledge of the project area that living, working, and playing there provides. Both Deb and Brian have extensive professional experience in the City of Ypsilanti and Ypsilanti Township.

## **Non-Obvious Lessons Learned**

In addition to our broader wayfinding mindset, BRI also provides detailed knowledge obtained through years of wayfinding and signage experience. For example, subtleties of signage placement are critical. Wayfinding information presented to users too soon or too late makes navigation difficult and too much or too little distance between navigation aids also creates confusion. From a technical perspective, choices type styles, font sizes, and sign/text colors have dramatic impacts on legibility and effectiveness for both motorist and pedestrian audiences. Proper material choices will ensure signs are functional and attractive for many years to come.

To add another layer of complexity, State and Federal guidelines dictate many placement, design, and material details in certain situations. However, the guidelines are largely written from a rural trunkline perspective. Many times they are not appropriate for lower speed, smaller scale roadways within a community and are detrimental to the community's branding/identity. BRI will assist YACVB in understanding the guidelines, where they must be followed, where they are not required, and site contextual flexibilities within the guidelines.

## **SCOPE OF WORK**

### ***PHASE 1: EXISTING WAYFINDING ANALYSIS AND DEVELOPMENT***

#### **1.1 Steering Committee Meeting #1**

BRI will meet with a project Steering Committee (advisory stakeholder group) assembled by the YACVB. BRI suggests the group consist of approximately 8-12 members with representation from YACVB, Ypsilanti DDA, City elected officials, City staff, Township elected officials, Township staff, Chamber of Commerce, and business and property owners. At this first meeting, the group will:

- Finalize a project work plan/schedule and any special considerations in the planning process.
- Establish basic priorities relative to the project and identify data sources required to conduct the study. The Client will then assemble or provide contact information for BRI to assemble required base information from necessary sources including base maps, zoning requirements, street widths and right-of-way dimensions, digital logos, and other relevant documents.

- BRI will facilitate an interactive discussion of topics briefly outlined in the project approach above. Based on results of the discussion, BRI will prepare a list of primary and secondary community entry gateways, transportation corridors, and destinations.
- Assess perceptions of the project and gather information regarding sign location and responsiveness to various modes of transportation.
- Discuss routing and review circulation patterns intended to be encouraged by the program.
- A single Client contact will be identified to provide direction to BRI.

### 1.2 Data Collection and Empirical Data Criteria

This task will focus on gathering/analyzing background data and information from a variety of sources, including BRI's own field reconnaissance. Sources of information to be collected and assessed as part of this phase include, but are not limited to, the following:

- Past reports, studies, plans and surveys including the City and Township Master Plans, City and Township Recreation Plans, YACVB lists of visitor attractions, ReImagine Washtenaw Planning Studies, Huron-Whitaker Corridor Study, Ypsilanti DDA Parking Study, etc.
- Review existing vehicular and pedestrian circulation patterns using existing data available from the City, Township, and County.
- Review existing public parking and carpool lot counts using 2012 DDA Parking Study.
- Review existing wayfinding and identification signage design, messaging, and placement.
- Review Federal, State, County, and Local requirements for signage and other wayfinding/identity improvements within the public right-of-ways. FHWA and MDOT have very specific guidelines and requirements for signage and other elements within their right-of-way jurisdictions. BRI is familiar with the respective requirements and will assist YACVB in understanding how compliant signage may be integrated as part of a holistic and unified family of wayfinding improvements.

The end result of the existing data review will be a set of empirical criteria to guide the planning/design process. Criteria will include significant physical and regulatory factors that directly or indirectly influence wayfinding and this study's recommendations for its improvement.

### 1.3 Area Analysis

BRI will perform its own field reconnaissance of the project area including the following:

- Development of a photo log documenting entry gateways, circulation corridors, destinations, and pedestrian districts discussed during the first Steering Committee meeting.
- Vehicular and non-motorized approaches to community gateways.
- Vehicular and non-motorized character of major transportation corridors.
- Logical vehicular and non-motorized access to primary destinations.
- Logical vehicular and non-motorized access to secondary destinations.
- Suitability of the right-of-ways to accommodate signs and other wayfinding/identity improvements.
- Logical access and entrances to parking lots.
- Non-motorized links to parks and trails.
- Pedestrian patterns and localized destinations within significant districts.

### 1.4 Preliminary Recommendations

BRI will provide preliminary recommendations for community wayfinding and identity including the following:

- Identification of entry gateways, primary transportation corridors, destinations, and pedestrian districts to be incorporated into the wayfinding system.
- Conceptual recommendations for intuitive wayfinding and identity improvements such as landmark entry gateway elements, landscape/flower plantings, corridor tree plantings, corridor and accent lighting, vehicular and pedestrian pavement materials, building/district character, greenspace character, etc.
- Recommendations for existing wayfinding signage, i.e., keep, remove, replace, relocate, modify, enhance, etc.
- Draft signage location plan notated with sign types and corresponding message schedule.
- Preliminary “family” of cohesive, multi-layer wayfinding signage types, i.e., gateway, vehicular wayfinding, pedestrian wayfinding, destination identification, parking wayfinding, parking identification, etc.
- Develop a Visual Preference Survey using photographs of wayfinding signage in other communities. The photographs will represent a variety of design aesthetics and will be used to understand the community’s preferences for various design styles.

#### 1.5 Steering Committee Meeting #2

BRI will meet with the project Steering Committee to review preliminary recommendations and refine recommendations prior to presentation at the Public Workshop.

#### 1.6 Public Workshop

BRI will conduct one public workshop to present preliminary “Wayfinding Analysis and Recommendations” and gather feedback. The purpose of the workshop is to establish a dialog between user groups and discuss sign principles and primary issues related to signage needs, design refinements (as necessary), wayfinding, and placement. Topics will include the following:

- Validity/priority of entry gateways, primary transportation corridors, destinations, and pedestrian districts to be incorporated into the wayfinding system.
- Conceptual recommendations for intuitive wayfinding and identity improvements such as landmark entry gateway elements, landscape/flower plantings, corridor tree plantings, corridor and accent lighting, vehicular and pedestrian pavement materials, building/district character, greenspace character, etc.
- Draft signage location plan notated with sign types and corresponding message schedule.
- Preliminary “family” of cohesive, multi-layer wayfinding signage types, i.e., gateway, vehicular wayfinding, pedestrian wayfinding, destination identification, parking wayfinding, parking identification, etc.
- Conduct a Visual Preference Survey during the meeting to obtain the public’s preferences for various signage design styles.

BRI will prepare information in a presentation friendly format such as PowerPoint or Prezi. The Client will arrange for setup of the workshop (location, seating, projection, and refreshments) and issue public notices and/or invitations.

#### 1.7 Phase 1 Deliverables

BRI will provide the Client with the following deliverables:

- Hard copy and digital copy of all materials produced during Phase 1 as noted above.

- Hard copy and digital copy of Public Workshop “Wayfinding Analysis and Recommendations” presentation.
- Hard copy and digital copy of detailed project schedule.

## ***PHASE 2: WAYFINDING SYSTEM DESIGN DEVELOPMENT***

### 2.1 Preliminary Design Development

BRI will further develop the wayfinding system based on Phase 1 Steering Committee and Public Workshop comments. Further development will include the following:

- Verification and/or refinement of signage location plan.
- Verification and/or refinement of signage message schedule.
- Refinement and further development of wayfinding signage type family.
- Development of two (2) signage design concepts for identity/character of signs based on results of the Visual Preference Survey. Development will include detailed descriptions/illustrations of signage shapes, sizes, typestyles, font sizes, colors, materials, etc.

### 2.2 Steering Committee Meeting #3

BRI will meet with the project Steering Committee to review the above design development information. After review, the Steering Committee will provide direction to proceed with one of the two signage concepts (or a modified version thereof).

### 2.3 Design Development

BRI will further develop the wayfinding system based on the Steering Committee direction and comment. Further development will include the following:

- Refine the selected signage design concept based on Steering Committee direction. Refinement will include detailed descriptions/illustrations of signage shapes, sizes, typestyles, font sizes, colors, materials, etc. BRI will issue the refinement via email for review by the Steering Committee members and revise based on comments. BRI will produce up to two revisions if/as needed.

### 2.4 Steering Committee Meeting #4

BRI will meet with the project Steering Committee for final verification/approval of the following:

- Signage location plan.
- Signage message schedule.
- Selected detailed design of sign identity/character.
- Wayfinding signage type family with selected design applied to each sign type.

### 2.5 Public Meetings

BRI will prepare a presentation and assist YACVB, Ypsilanti DDA, and City staff in presenting the signage program at up to 3 public meetings.

## 2.6 Phase 2 Deliverables

BRI will provide the Client with the following deliverables:

- Hard copy and digital copy of all materials produced during Phase 2 as noted above.
- Hard copy and digital copy of presentation for Public Meetings.
- Preliminary cost estimate
- Sample bid documents for a similar wayfinding system project.

## ***PHASE 3: PRE-PRODUCTION***

### 3.1 Working Drawings

This task involves the preparation of all drawings necessary to completely and accurately describe the proposed wayfinding signage system improvements for bidding and construction by a qualified sign manufacturer. Information provided on the drawings will include, but not be limited to, the following:

- Sign location plan
- Location/site specific information and dimensions communicated using notated aerial or ground photography
- Sign message schedule
- Dimensions
- Materials
- Finishes
- Type styles
- Type sizes
- Colors
- Foundation/mounting detail

### 3.2 Specifications

Prepare and assemble complete technical specifications in CSI format as required for a sign manufacturer to accurately bid and construct the proposed improvements. Specifications will include material and fabrication performance standards. Client will be responsible for providing "front end" documents such as bid form, contract form, bid procedures, etc.

### 3.3 Cost Estimate

Prepare a detailed unit price cost estimate with possible phasing based on budget availability and Steering Committee input.

### 3.4 City Review

BRI will submit working drawings and specifications to the City of Ypsilanti for review and comment. Client shall provide any necessary review and permitting fees. BRI will produce up to two revisions and resubmittals if/as needed for technical content only. We have assumed in our proposal that the design was approved in Phase 2 above.



### 3.5 Phase 3 Deliverables

BRI will provide the Client with the following deliverables:

- Hard copy and digital copy of all materials produced during Phase 3 as noted above.

#### **ADDITIONAL SERVICES IF REQUESTED**

BRI is able to assist the client with additional services as needed. In addition, we will make ourselves available for additional presentations or attend additional meetings other than those described in the above Phases 1 through 3. These additional services are not included in our fixed fee and will be billed at an hourly rate per the attached fee schedule or as direct costs of any needed subconsultants. Specifically related to this project, BRI is able to assist in coordinating the following potential needs:

- Topographic survey of proposed sign locations if/as needed.
- Field location of utilities for proposed sign locations if/as needed.
- Manufacture of full-size signage prototypes.
- Ypsilanti Township review and permitting of signage within its jurisdictional right-of-way.
- MDOT review and permitting of signage within its jurisdictional right-of-way.
- Bidding and Award assistance services.
- Construction Administration assistance services.

# Fee Proposal

## Ypsilanti Wayfinding and Signage Plan and Design Services

7.15.2013

	Deb Cooper, LLA \$140/hr.	Brian Barrick, LLA \$110/hr.	BRI Staff \$90/hr.	Total
<b>PHASE 1: EXISTING WAYFINDING ANALYSIS AND DEVELOPMENT</b>				
1.1 Steering Committee Meeting #1	2	4		6
1.2 Data Collection and Emperical Data Criteria		8		8
1.3 Area Analysis		8	8	16
1.4 Preliminary Recommendations	8	12	16	36
1.5 Steering Committee Meeting #2	2	4	2	8
1.6 Public Workshop	3	4	6	13
1.7 Phase 1 Deliverables		4	4	8
<b>Total Hours Phase 1</b>	<b>15</b>	<b>44</b>	<b>36</b>	<b>95</b>
	\$ 2,100.00	\$ 4,840.00	\$ 3,240.00	\$ 10,180.00
<b>PHASE 2: WAYFINDING SYSTEM DESIGN DEVELOPMENT</b>				
2.1 Preliminary Design Development	4	16	16	36
2.2 Steering Committee Meeting #3	2	4	2	8
2.3 Design Development		16	16	32
2.4 Steering Committee Meeting #4	2	4	2	8
2.5 Public Meetings		9	2	11
2.6 Phase 2 Deliverables		4	4	8
<b>Total Hours Phase 2</b>	<b>8</b>	<b>53</b>	<b>42</b>	<b>103</b>
	\$ 1,120.00	\$ 5,830.00	\$ 3,780.00	\$ 10,730.00
<b>PHASE 3: PRE-PRODUCTION</b>				
3.1 Working Drawings		16	16	32
3.2 Specifications		6		6
3.3 Cost Estimate		4		4
3.4 City Review		8	8	16
3.5 Phase 3 Deliverables		2	2	4
<b>Total Hours Phase 3</b>	<b>0</b>	<b>36</b>	<b>26</b>	<b>62</b>
	\$ -	\$ 3,960.00	\$ 2,340.00	\$ 6,300.00
<b>Subtotal Fee</b>	<b>\$ 3,220.00</b>	<b>\$ 14,630.00</b>	<b>\$ 9,360.00</b>	<b>\$ 27,210.00</b>
<b>Project Expenses (reproduction, travel, etc.)</b>				<b>\$ 500.00</b>
<b>TOTAL FEE</b>				<b>\$ 27,710.00</b>

Note: Total Fee is represented as a lump sum, not-to-exceed cost

# Schedule

## Ypsilanti Wayfinding and Signage Plan and Design Services

7.15.2013

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>PHASE 1: EXISTING WAYFINDING ANALYSIS AND DEVELOPMENT</b>						
1.1 Steering Committee Meeting #1	★					
1.2 Data Collection and Emperical Data Criteria	■	■				
1.3 Area Analysis		■	■			
1.4 Preliminary Recommendations		■	■	■		
1.5 Steering Committee Meeting #2					★	
1.6 Public Workshop						★
1.7 Phase 1 Deliverables				■		
<b>PHASE 2: WAYFINDING SYSTEM DESIGN DEVELOPMENT</b>						
2.1 Preliminary Design Development				■	■	
2.2 Steering Committee Meeting #3					★	
2.3 Design Development				■	■	■
2.4 Steering Committee Meeting #4						★
2.5 Public Meetings					★	★
2.6 Phase 2 Deliverables						■
<b>PHASE 3: PRE-PRODUCTION</b>						
3.1 Working Drawings						■
3.2 Specifications						■
3.3 Cost Estimate						■
3.4 City Review						■
3.5 Phase 3 Deliverables						■

★ Client Meetings

**Deborah J. Cooper, LLA, ASLA,**  
 Principal, Landscape Architect



Deb has over thirty-seven years of experience working with the revitalization of central business districts and urban corridors. Deb is an award-winning landscape architect with a broad range of experience in site design, master planning and urban design. She has developed improvement plans for municipalities across the State of Michigan, and has led these projects to completion through a solid understanding of design utilizing Complete Street principles, construction and realistic economic development strategies. Her design focuses on developing *places*, where people want to live, work and play.

A sampling of her signage and wayfinding experience includes:



**EDUCATION**

Bachelor of Landscape  
 Architecture  
 Michigan State University  
 East Lansing, Michigan

**SELECTED EXPERIENCE**

Marshall Physical Design Plan  
 Marshall Downtown Lighting Design Study  
 Marshall Signage  
 Marshall, Michigan

**REGISTRATIONS**

Licensed Landscape Architect  
 State of Michigan, Ohio  
 CLARB Certified

Grandville Downtown Plan and Market Assessment  
 Grandville Downtown Streetscape  
 Grandville Signage and Wayfinding  
 Grandville, Michigan

**AFFILIATIONS**

American Society of  
 Landscape Architects

Dexter Downtown Design and Streetscape Plan  
 Wayfinding, banner and sign program  
 Dexter, Michigan

Society of College and  
 University Professionals  
 (SCUP)

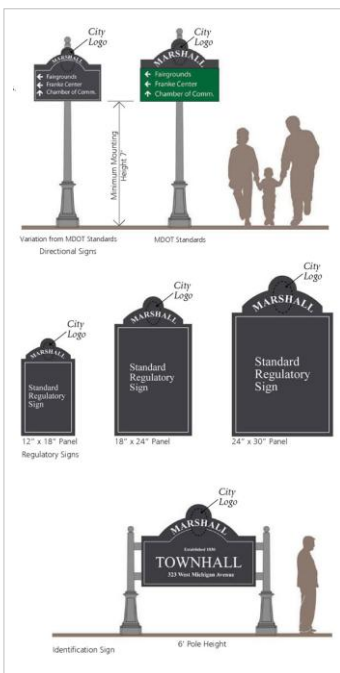
Dundee (M-50) Streetscape Plan  
 Dundee Village Center Plan  
 Dundee Parking, Wayfinding and Signage Improvements  
 Dundee, Michigan

National Complete Streets  
 Michigan Complete Streets

Garden City Downtown and Corridor Design Plan  
 Garden City, Michigan

Henry Ford Community College  
 Wayfinding, Entrance and Signage Plan  
 Parking, Circulation, Open Space and Landscape Plan

DDA Design Master Plan  
 Wayne Entrance and Banner Signs  
 Wayne Corridor Improvement Project  
 Wayne, Michigan



**Brian Barrick, LLA**  
**Senior Landscape Architect**



Mr. Barrick has over 16 years of experience in site development, environmental and natural systems planning and design, signage, contract documents and construction administration. His work experience includes urban and downtown design and planning; parks, open space and trails projects; office, commercial, institutional and industrial projects; wayfinding and signage, and municipal planning projects.

**EDUCATION**

Bachelor of Landscape  
 Architecture-Natural History  
 Minors  
 Ball State University  
 Muncie, Indiana

**REGISTRATIONS**

Licensed Landscape Architect  
 States of Michigan, Illinois,  
 Ohio

Stormwater  
 Management/Construction  
 Site, 2000

**AFFILIATIONS**

National Complete Streets  
 Michigan Complete Streets

**SELECTED EXPERIENCE**

Grandville Downtown Streetscape  
 Grandville Signage and Wayfinding  
 Grandville, Michigan

Hickory Woods Park  
 Interpretive Signage  
 Pittsfield Township, Michigan

Bloomer Park Interpretive Signage  
 White Lake Township, Michigan

Lakeside Park Interpretive Signage  
 Ypsilanti Township, Michigan

Downtown Grand Rapids Conceptual Wayfinding\*  
 Grand Rapids, Michigan

Pfizer Global Research and Development Wayfinding\*  
 Ann Arbor, Michigan

Pfizer Global Research and Development Wayfinding\*  
 Kalamazoo, Michigan

Pfizer Animal Science Wayfinding\*  
 Kalamazoo, Michigan

\*Work performed at previous employment



## Grandville Wayfinding Signage

*Grandville Michigan*

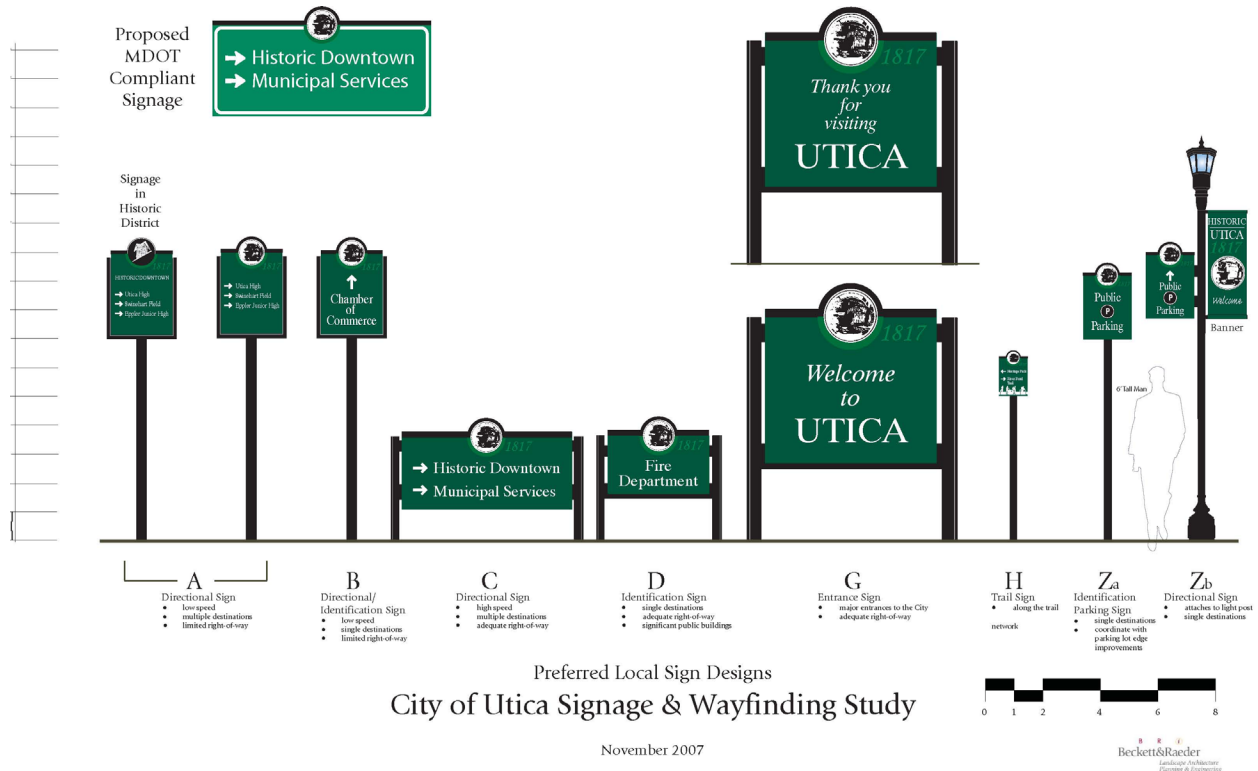
The City of Grandville's downtown core located on Chicago Drive experienced significant changes in past decades. The roadway was once a primary thoroughfare designated as M-121. However, patterns in downtown changed dramatically when Interstate I-196 was constructed in the 1960's and 1970's. Chicago Drive's M-121 designation was removed after completion of I-196 and development along Chicago drive transitioned to be more suburban in character. As land uses transitioned, downtown reduced in density and many basic public and private services relocated to the outskirts of downtown. Over the years, the Grandville community recognized the wayfinding challenges this new development pattern presented.

In the mid-2000's, community leaders engaged Beckett & Raeder (BRI) in a master plan effort to revitalize the downtown and improve community wayfinding/identity. Streetscape improvements and a comprehensive wayfinding system were two of BRI's master plan recommendations. BRI was then commissioned to implement both projects and construction was completed in 2012. Wayfinding and identity improvements included district gateway limestone signage, directional signage for destination services, directional signage for parking, identification signage for parking, banner poles and light pole arms for seasonal banners, special paving and lighting at gateways and significant intersections, street trees, and landscape plantings. All of these improvements contribute to a renewed downtown district with strong identity and intuitive wayfinding. The success of the community's investment is evidenced by a flood of new businesses and private investment in the district.



# Utica Wayfinding Signage

Utica, Michigan



The Utica Wayfinding system was designed to improve the visitor experience of Downtown Utica while providing a consistent appearance that links the downtown to other various destinations within the city. The system offered Utica more than simply signs with arrows indicating direction. It became part of a larger framework that created a consistent image for the City. Each sign is an indication to the viewer that they are within (or sometimes in close proximity to) the boundaries of the City.

The logo at the top of the sign reminds the viewer that Utica has a long history, one connected to the lumbering era of Michigan, and one unique to the Utica experience with its beautiful mill. Though the mill is now gone, the Clinton River is still a reminder of what was once here.

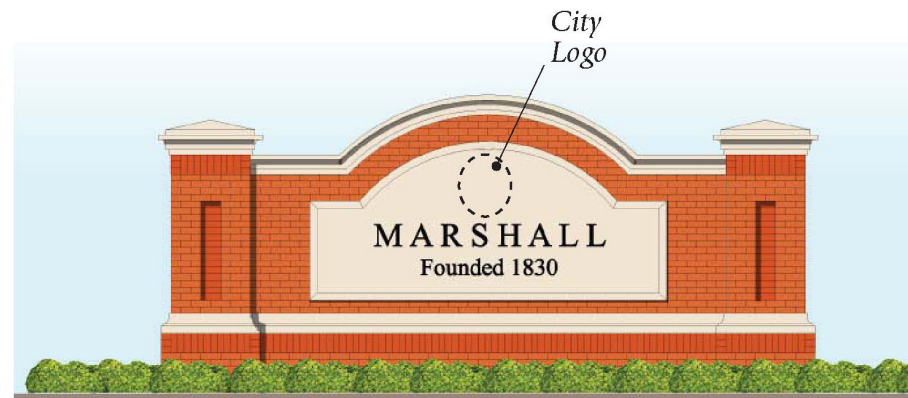
The wayfinding itself is a clear way to guide visitors to their destination, reduce frustration, and make for a pleasant experience while visiting the City.

Beckett & Raeder, Inc. performed an on-site analysis of the project area, conducting a workshop to establish a dialogue between user groups and discuss sign principles and primary issues, designed signs to convey information for all modes of transportation, developed a conceptual layout of sign locations, developed conceptual costs, provided working drawings and sign specifications for the sign manufacturer, finalized a detailed cost estimate, and provided a final report. for implementaion.

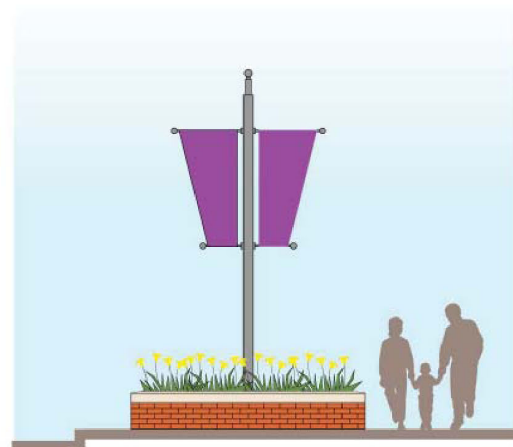
**Marshall Signage**  
 Marshall Michigan

**SIGNAGE**

- Community Gateways
- Downtown Gateways
- Seasonal Banners
- Existing Kiosks
- Directional Signage
- Regulatory Signage
- Parking Signage
- Identification Signage



Community Gateway



East Downtown Gateway Banners



Downtown Kiosk

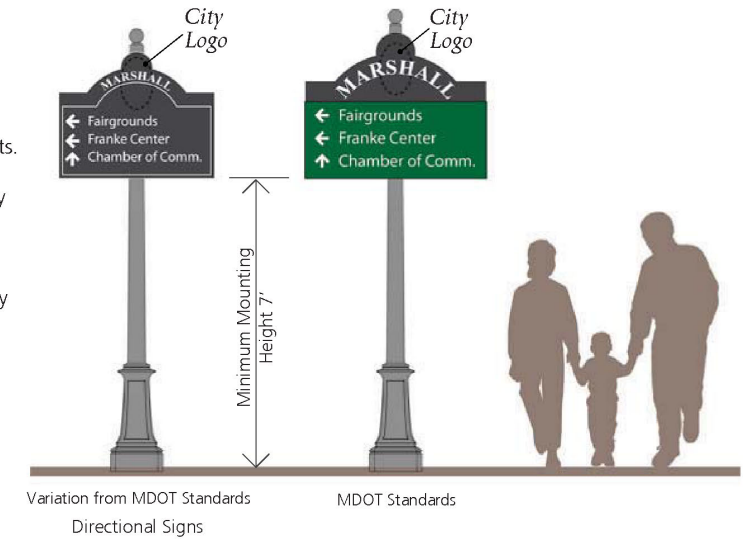
The Marshall Downtown Development Authority commissioned Beckett & Raeder, Inc. to prepare the Marshall Downtown Improvements Strategy as a means to guide public improvements in the Marshall Central Business District over the next ten to twenty years. A comprehensive physical design plan was developed for Downtown Marshall addressing streetscape improvements, site furnishings, on and off-street parking, landscaping, and wayfinding.

The wayfinding project included:

- A complete inventory of all existing signage: regulatory, wayfinding, community entry, and identification
- Identification of messages to be included
- Project area proposed signage location map
- Design Development of wayfinding elements including: landscape, banners, street lighting, planters and signage

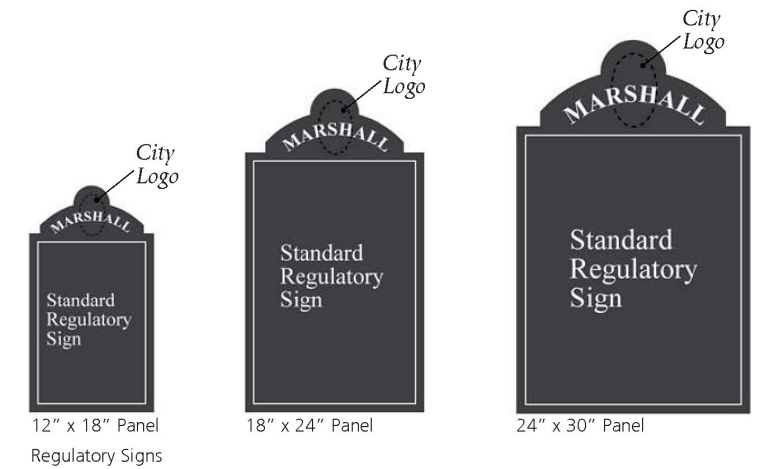
**METAL SIGN MATERIALS**

- Posts to match Marshall Street Lights.
- Metal sign panels painted black on both sides (green where required by MDOT).
- White text and arrows (reflective where required by MDOT).
- City logo (artwork to be provided by DDA).



Variation from MDOT Standards  
Directional Signs

MDOT Standards



12" x 18" Panel  
Regulatory Signs

18" x 24" Panel

24" x 30" Panel



24" Diameter  
Parking Signs (Mounted on Light Pole)

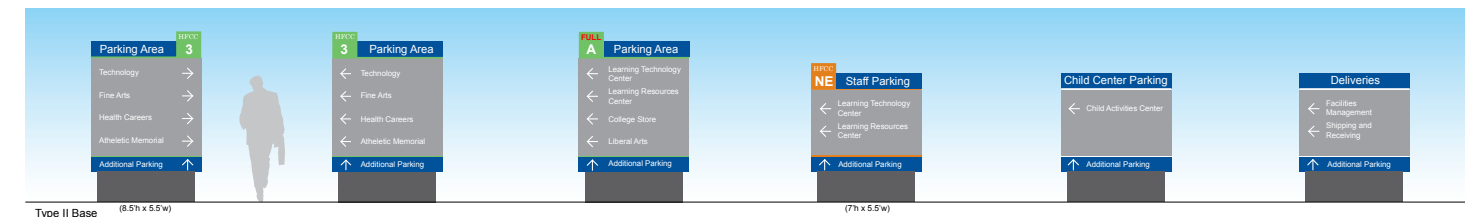
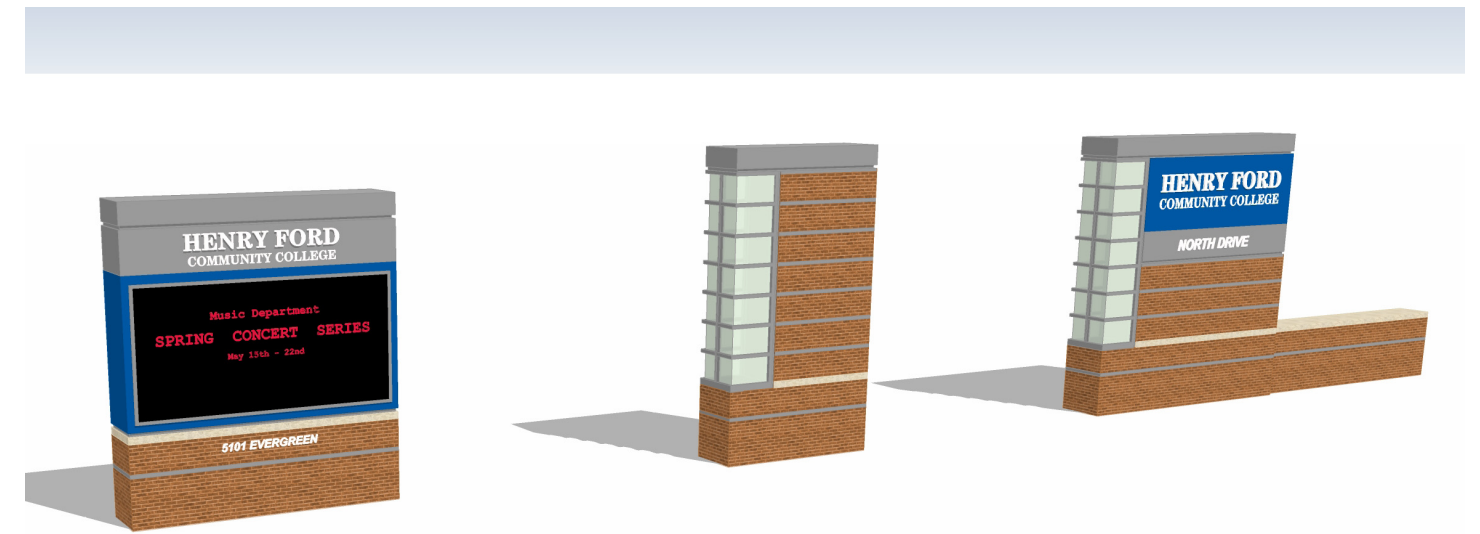
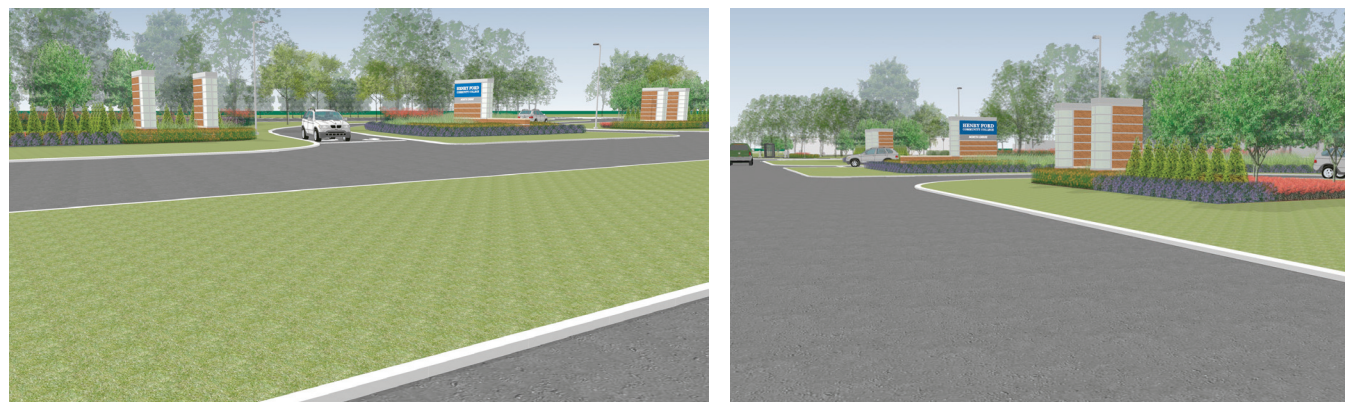


Identification Sign

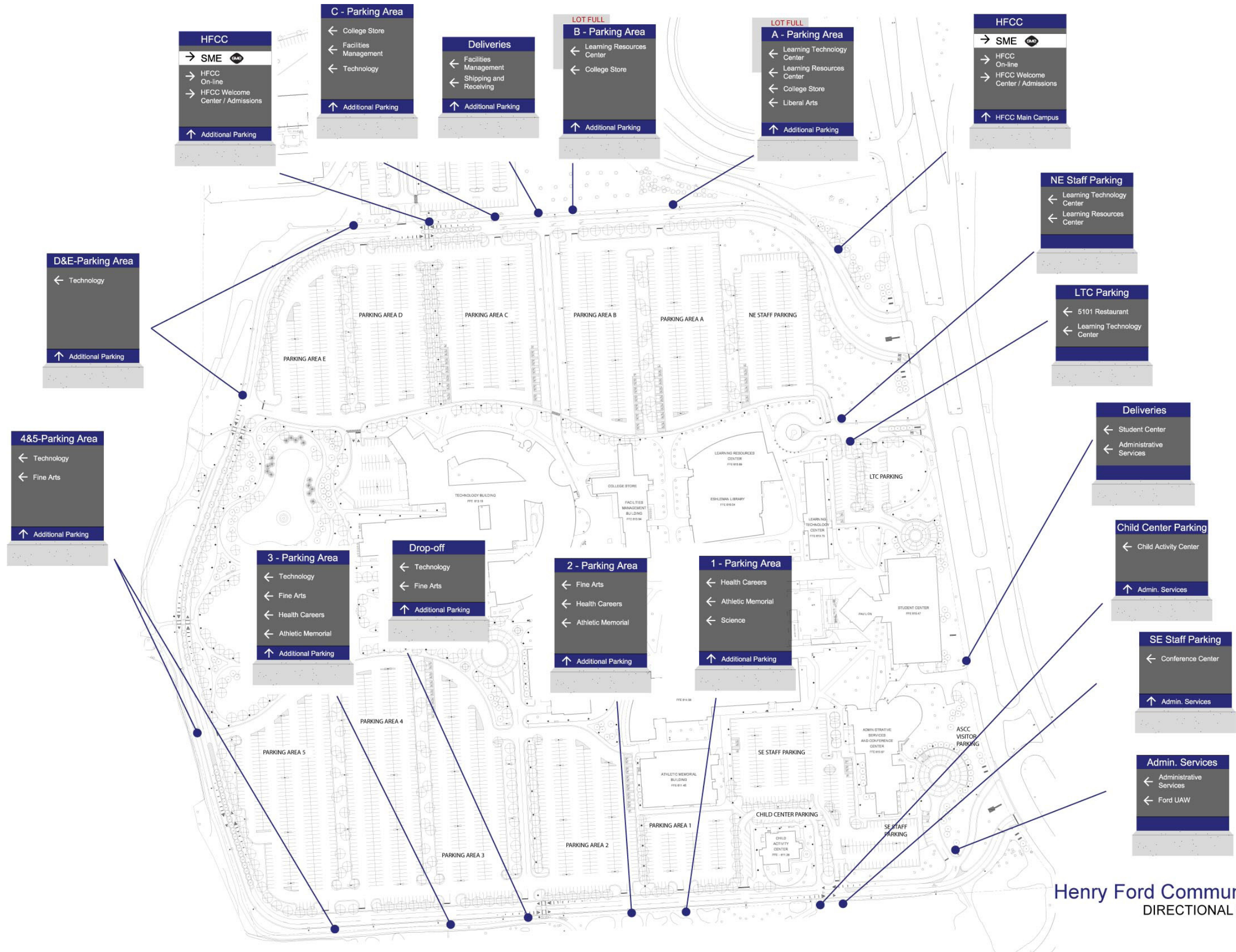
6' Pole Height



Henry Ford Community College  
 Signage and Wayfinding System  
 Dearborn, Michigan



As part of a larger master planning process for the Henry Ford Community College campus, Beckett & Raeder, Inc. designed wayfinding and entrance signage for the campus. Three dimensional renderings were provided to help visualize the design, size and scale of the signs.



**Henry Ford Community College**  
DIRECTIONAL SIGNAGE PLAN

**Henry Ford Community College  
 Infrastructure Improvement Project**  
 Dearborn, Michigan

**Road and Parking Reconstruction**

The Drawings are the property of Carl Walker, Inc. and are not to be reused or reproduced without written permission from Carl Walker, Inc.

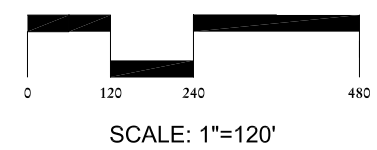
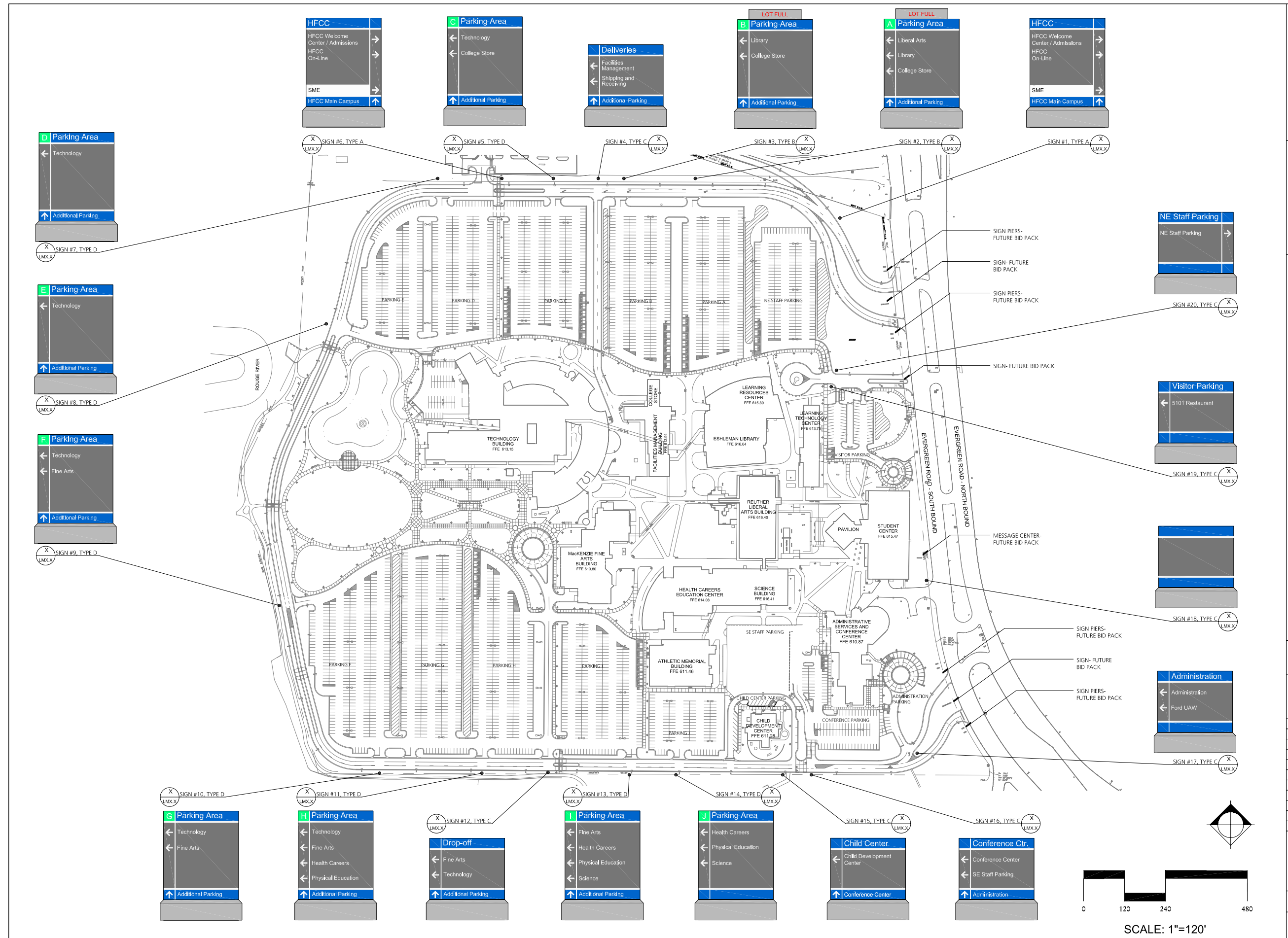
PROJECT MGR. DC  
 DESIGN ENG. HH  
 DRAWN BY LS

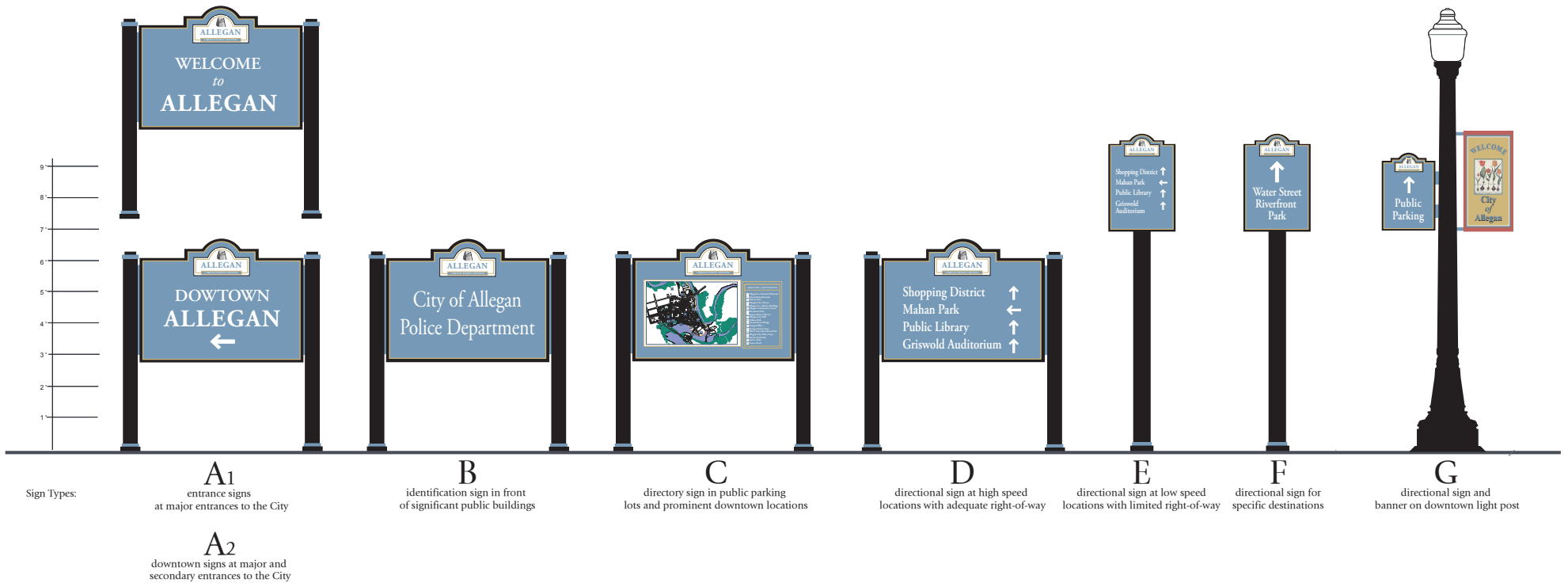
REVISED	DATE	DESCRIPTION
1	12/13/09	Owner Review

DRAWING TITLE  
**DIRECTIONAL SIGNAGE PLAN - OVERALL**  
 (COUNTER CLOCKWISE)

PROJECT NO.  
 N1-2005-333

DRAWING NO.  
**LS1.0**





Sign Concepts  
 Downtown Allegan DDA District Physical Plan  
 Allegan Downtown Development Authority

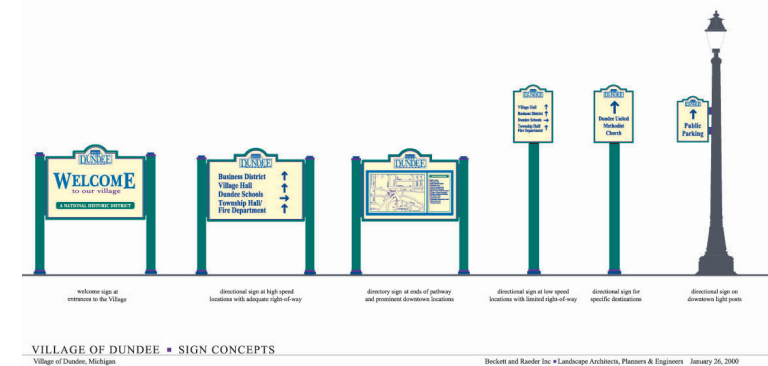
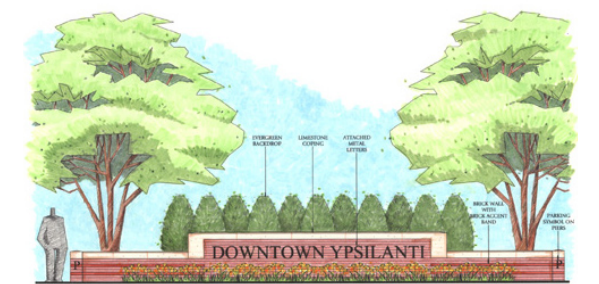
September 2005

## Signage and Wayfinding Design

Beckett & Raeder, Inc. has developed signage for projects across the state of Michigan and the Midwest. Shown are examples of signs developed for municipalities and parks. Materials vary from fabric banners to brick and limestone to metal panels. Our design philosophy is to develop an image and family of signage that becomes a brand for a community providing not only wayfinding, but a memorable image for visitors to the community.



LANDMARK CORNER AT 28TH STREET AND KRAFT AVENUE





**City of Ypsilanti**

Office of the City Manager

---

October 8, 2013

Ms. Debbie Locke-Daniel  
Executive Director  
Ypsilanti Convention and Visitors Bureau  
106 W. Michigan Avenue  
Ypsilanti, MI 48197

Dear Ms. Locke-Daniel,

Please allow this letter to serve as official notification that the City of Ypsilanti will contribute \$2,500 to the Way-Finding Program.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Ralph A. Lange'.

Ralph A. Lange  
Ypsilanti City Manager

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



**Hydro Station**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-3690  
Fax: (734) 544-3626  
[www.ytown.org](http://www.ytown.org)

---

# MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Michael Saranen, Hydro Operator/Manager

**DATE:** October 18, 2013

**RE:** Tyler Dam Phase 1 – Progress Report

Last September, the Board authorized Stantec Engineering to perform a Phase 1 study of Tyler Dam to provide options to address maintenance items and future cost of maintaining the dam.

I have asked Stantec to give a progress report related to the project during the work session at the October 28<sup>th</sup> Board Meeting. Please add this item to the work session agenda.

Thank you.

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



## Residential Services

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

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: October 21, 2013

RE: Upcoming final round of Connecting Communities Grant

In anticipation of applying for the last year of Connecting Communities Grant, I would like to get direction from the Board on the priority to apply for this grant.

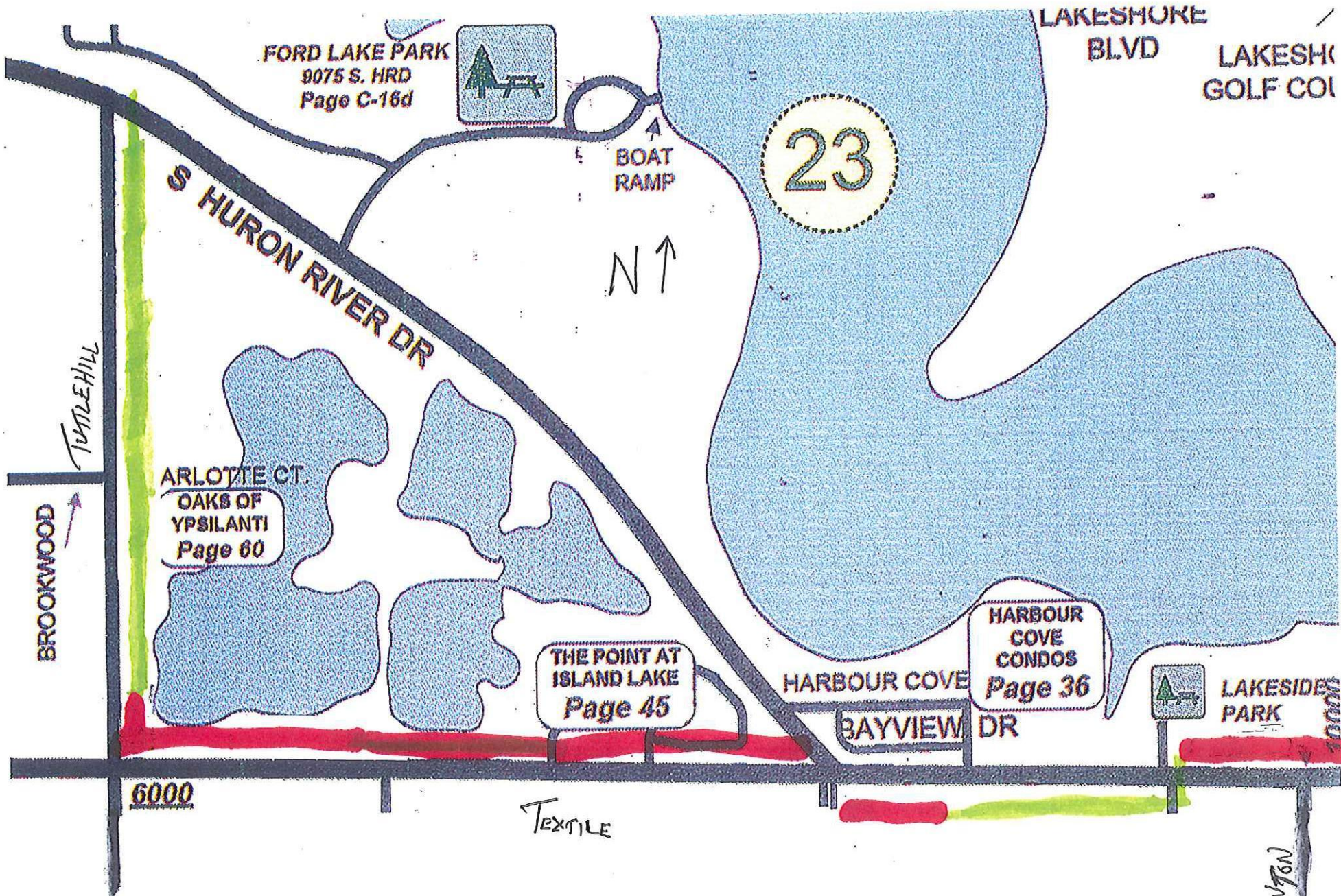
As you may recall, at the end of 2013, I applied for 3 different locations and only 1 of them was accepted. That is the extension of the trail along Textile from the current path at Lakeside Park- west – to connect with the path at Huron River Drive. We plan to build this section in 2014 as part of the longer Textile Path that would carry residents all the way to the Library/Civic Center.

I am recommending that I re-apply for the path that would go along Tuttlehill Road from Textile north and connect into Ford Lake Park. This path would be approximately 2,032 feet and I would anticipate construction cost to be around \$165,000 (not including costs of easements if necessary). This cost would be covered by the grant, however, the Township would be responsible for the design / engineering portion. I would expect the Township's portion for that to be less than \$30,000.

Another location that I have heard discussed in recent meetings has been a non-motorized trail along Huron Street from James L. Hart north to connect with a potential "bikepath / bridge crossing over I-94".

I would like direction on which area if any, you would like me to apply for by December 16<sup>th</sup> to meet the year-end deadline. Please be reminded it needs to be submitted with a resolution from the Board and there will only be 2 Board meetings remaining for the 2013 year.





FORD LAKE PARK  
9075 S. HRD  
Page C-16d



BOAT RAMP

23



S HURON RIVER DR

LAKESHORE BLVD  
LAKESHORE GOLF COL

BROOKWOOD

TURTLE HILL

ARLOTTE CT.  
OAKS OF YPSILANTI  
Page 60

THE POINT AT ISLAND LAKE  
Page 45

HARBOUR COVE CONDOS  
Page 36

HARBOUR COVE

BAYVIEW DR

LAKESIDE PARK

6000

TEXTILE

SUNTON

# REVIEW AGENDA

---

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

---

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



# 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

## **REGULAR MEETING AGENDA**

**MONDAY, OCTOBER 28, 2013  
7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. 7:00 P.M. – REQUEST OF INTERCLEAN EQUIPMENT, INC., LOCATED AT 709 JAMES L. HART PARKWAY IN YPSILANTI TOWNSHIP FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE – RESOLUTION NO. 2013 – 29 (PUBLIC HEARING SET AT THE OCTOBER 14, 2013 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
  - A. MINUTES OF THE OCTOBER 14, 2013 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
  - C. SEPTEMBER 2013 TREASURER REPORT
  - D. 2014 CONTRACTS AND RENEWALS
  - E. RESOLUTION NO. 2013-31 – DESIGNATION OF DEPOSITORIES
  - F. RESOLUTION NO. 2013-32 – DESIGNATION OF NEWSPAPER OF CIRCULATION
  - G. RESOLUTION NO. 2013-33 – ADOPTION OF ROBERT'S RULES OF ORDER
  - H. RESOLUTION NO. 2013-34 – ADOPTION OF 2014 WORK SESSION AND BOARD MEETING DATES
6. SUPERVISOR REPORT
7. CLERK REPORT
8. TREASURER REPORT
9. TRUSTEE REPORT
10. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. REQUEST PAYMENT AUTHORIZATION TO HABITAT FOR HUMANITY FOR PURCHASE OF 1330 PARKWOOD, 1360 PARKWOOD AND 1062 HAWTHORNE IN THE AMOUNT OF \$80,000, BUDGETED IN LINE ITEM #101.950.000.969.010, CONTINGENT UPON BUDGET AMENDMENT APPROVAL OF \$20,000

2. REQUEST OF YPSILANTI AREA CONVENTION & VISITORS BUREAU FOR \$2,500 CONTRIBUTION TOWARD COST OF BECKETT & RADER PROPOSAL FOR WAYFINDING AND SIGNAGE PLAN AND DESIGN SERVICES, BUDGETED IN LINE ITEM #101.956.000.801.000
3. RESOLUTION NO. 2013-30 – OWNER DAM SAFETY PROGRAM
4. BUDGET AMENDMENT #15
5. SET PUBLIC HEARING DATE OF MONDAY, NOVEMBER 25, 2013 AT APPROXIMATELY 7:00 P.M. FOR 2014 FISCAL YEAR BUDGET

## **OTHER BUSINESS**

### **AUTHORIZATIONS AND BIDS**

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO PURCHASE NEW VEHICLES THROUGH THE STATE OF MICHIGAN PURCHASING PLAN, NOT TO EXCEED \$180,000, BUDGETED IN LINE ITEM #595.595.000.985.000, CONTINGENT UPON BUDGET AMENDMENT APPROVAL
2. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO SELL USED VEHICLES AND EQUIPMENT USING ON-LINE AUCTION SITE, INTERACTIVE PROCUREMENT TECHNOLOGIES
3. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO OBTAIN COST FOR A CONSTRUCTION OFFICE TYPE BUILDING TO REPLACE EXISTING TRAILER AT COMPOST SITE WITH AMOUNT BROUGHT TO THE BOARD AT THE NEXT MEETING
4. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO SEEK SEALED BIDS FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERA SYSTEM FOR TOWNSHIP BUILDINGS IN THE AMOUNT OF \$100,000 TO BE COMPLETED IN TWO PHASES, WITH \$50,000 BUDGETED IN 2013, IN LINE ITEM #101.265.000.974.025

## **RESOLUTION 2013-29**

**WHEREAS**, on January 18, 1983, the Ypsilanti Township Board established an Industrial Development District pursuant to Public Act 198, Act of 1974; and

**WHEREAS**, on September 25, 2013, *Interclean Equipment Inc.* submitted an application for an Industrial Facilities Exemption Certificate regarding property within the Industrial Development District; and

**WHEREAS**, said application is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

**WHEREAS**, all provisions of Section 9(1) of said Act 198 are complied with by said application and other matters investigated and considered by this Board; and

**WHEREAS**, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the 28<sup>th</sup> day of October, 2013; and

**WHEREAS**, this Board approves the purpose behind the application for the Industrial Facilities Exemption Certificate; and

**WHEREAS**, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Exemption Certificates; and

**WHEREAS**, the Industrial Facilities Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Ypsilanti Township Board approves the application of ***Interclean Equipment Inc.*** for an Industrial Facilities Exemption Certificate in the amount of **\$322,680.09** for the 2 year period, as requested, on the condition that ***Interclean Equipment Inc.*** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

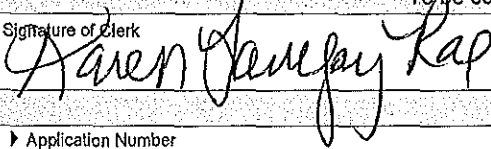
2. The Board finds that this Industrial Facilities Exemption Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an *ad valorem* property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of ***Interclean Equipment Inc.*** for the Industrial Facilities Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-2408.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date received by Local Unit 09-25-2013
STC Use Only	
Application Number	Date Received by STC

**APPLICANT INFORMATION**  
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <b>Interclean Equipment Inc.</b>	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>33319</b>
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>709 James L. Hart Parkway</b>	1d. City/Township/Village (indicate which) <b>Ypsilanti</b>
1e. County <b>Washtenaw</b>	2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))
3a. School District where facility is located <b>Ypsilanti</b>	3b. School Code <b>81020</b>
4. Amount of years requested for exemption (1-12 Years) <b>2</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Facility is leased for the normal business day to day operations and manufacturing and design of heavy duty wash equipment. The warehouse area was renovated to include more office space. See attached description of property.

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$178,804.98 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ \$143,875.11 Personal Property Costs
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	▶ \$322,680.09 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	2/1/13	5/31/13	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	2/1/13	2/1/15	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

9. No. of existing jobs at this facility that will be retained as a result of this project. **47**

10. No. of new jobs at this facility expected to create within 2 years of completion. **5-7**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....

b. TV of Personal Property (excluding inventory) .....

c. Total TV .....

12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)  
**1/1/83**

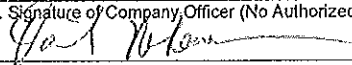
12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes  No



**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Laura Spears</b>	13b. Telephone Number <b>(734) 961-3300</b>	13c. Fax Number <b>(734) 961-0092</b>	13d. E-mail Address <b>laura.spears@interclean.com</b>
14a. Name of Contact Person <b>Laura Spears</b>	14b. Telephone Number <b>(734) 961-3300</b>	14c. Fax Number <b>(734) 961-0092</b>	14d. E-mail Address <b>laura.spears@interclean.com</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>David Newhouse</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(734) 961-0092</b>	15d. Date <b>SEPTEMBER 25, 2013</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>709 James L. Hart Parkway</b>		15f. Telephone Number <b>(734) 961-3300</b>	15g. E-mail Address <b>david.newhouse@interclean.c</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

INFORMATION FOR TAX ABATEMENT  
InterClean Equipment  
709 James L. Hart

<u>Office Renovation</u>	<u>Cost</u>	<u>Date Installed</u>
Elmo Solutions	\$ 22,279.50	2/5/2013
TEOMA SYSTEMS - LOW VOLTAGE WIRING	\$ 49,322.37	2/7/2013
Tanner Supply	\$ 3,389.35	2/7/2013
ACOUSTIC CEILING & PARTITION - INTERCLEAN NEW OFFICE AREA	\$ 10,889.58	2/12/2013
Akon Skirting - Fab Curtain	\$ 3,578.16	2/13/2013
ANN ARBOR FIRE PROTECTION - SPRINKLER SYSTEM	\$ 7,375.00	3/1/2013
A.F. SMITH ELECTRIC - ELECTRICAL FOR NEW BUILDING	\$ 20,675.00	4/29/2013
UNLIMITED FLOORS - CARPET FOR THE NEW BUILDING	\$ 3,745.00	4/5/2013
NORON - PLANT OFFICES HEAT TO AIR HANDLER	\$ 914.00	3/1/2013
NORON - PLANT OFFICES AIR	\$ 33,096.00	3/1/2013
ACOUSTIC CEILING & PARTITION - MATERIAL	\$ 3,691.58	2/12/2013
ACOUSTIC CEILING & PARTITION - ACOUSTICAL CEILINGS	\$ 7,563.00	2/12/2013
ACOUSTIC CEILING & PARTITION - MATERIAL	\$ 4,083.44	2/12/2013
TANNER SUPPLY CO - DRYWALL ANCHORS	\$ 175.00	2/7/2013
A.F. SMITH ELECTRIC - ADDITIONAL EXIT SIGNS	\$ 805.00	4/29/2013
UNLIMITED FLOORS - INVOICE 1029- FINAL PAYMENT FOR FLOORS AT JAMES L. HART PKWY	\$ 3,745.00	4/5/2013
Bargain Office - Cubicles	\$ 561.00	4/11/2013
Bargain Office - Cubicles	\$ 2,917.00	3/26/2013
<b>Total</b>	<b>\$ 178,804.98</b>	

**Furniture & Fixtures**

Desk Reception Area	\$ 1,500.00	12/31/2013
Executive Chairs	\$ 800.00	12/31/2013
Autodesk PDS	\$ 24,360.00	2014
ANSYS Engineering Software	\$ 3,800.00	2014
Domain Name renewals (Interclean.com,interclean.info)	\$ 275.56	2014
Dynamic DNS	\$ 120.00	2014
Vipre	\$ 1,587.20	2014
Agnilink Engineering Solution	\$ 29,903.50	2014
Sage 50	\$ 5,509.92	2013
PayClock Upgrade (PC600 and PC600 + software)	\$ 955.00	2014
Concept Software ( Bronze Support)	\$ 1,000.00	2014
Office Max 6 Chairs	\$ 699.94	5/21/2013
Tables for Lobby	\$ 158.99	5/6/2013
Upgrade to Computers 2014-2015	\$ 10,000.00	2014-2015
<b>Total</b>	<b>\$ 80,670.11</b>	

**Equipment**

RDH EQUIPMENT, INC - 27.5 TON CRANE	\$ 1,050.00	4/29/2013
Plasma Cutter	\$ 55,000.00	2014
United Rental Hi Low	\$ 7,155.00	3/20/2013
<b>Total</b>	<b>\$ 63,205.00</b>	

**Total of Purchases & Renovations 322,680.09**

Legal description of the property as per Ypsilanti Township.

LOT 8 & ELY 118.50 FT OF LOT 7, HURON CENTER COMMERCIAL & INDUSTRIAL PARK DESCRIBED AS; BEGINNING AT NE COR OF LOT 8, BEING PART OF FRENCH CLAIMS 680 & 681 TH S 02-44-15 W 680.63 FT ALG E LINE OF LOT 8; TH ALG SLY LINE OF LOTS 8 & 7 N 63-52-04 W 144.91 FT; TH S 69-7-42 W 238.51 FT; TH N 24-41-37 W 579.56 FT; TH N ON TANGENTLY 55.65 FT ALG THE ARC OF A 1381.00 FT RADIUS CIRCULAR CURVE CONCAVE TO NW, DELTA 02-18-32, CHORD BEARING N 51-38-38 E 55.65 FT ALG SLY R.O.W OF ROAD; TH CONT ALG R.O.W OF 621.65 FT ALG ARC OF A CURVE 684.00 FT, RADIUS TO RIGHT DELTA 52-04-23, CHORD BEARING N 76-31-33 E 600.47 FT TO POB. CONT 7.54 AC +/- SUBJECT TO EASEMENTS OF RECORD.

**Ypsilanti Township**

**Building Permit No: PB13-0060**

Building Department  
Phone: (734) 485-3943

7200 S. Huron River Dr.  
Fax: (734) 484-5151

Ypsilanti, MI 48197



**709 JAMES L. HART PKWY** Location  
K-11-16-361-014

**699 JLP LLC** Owner  
699 JAMES L. HART PKWY  
YPSILANTI MI 48197  
ENGINEERING PLASTICS

Issued: 02/05/13 Permit expires 08/04/13  
Const value 90,000  
Lot #: Sec. No. R 261 0  
**PLEASE CALL (734) 485-3943**  
**FOR AN INSPECTION 24 HOURS IN ADVANCE**

**INTERCLEAN** Contractor  
3939 BESTECH Ph# (313) 690 1500  
YPSILANTI MI 48197

**Work Description** Build office area in warehouse.

**Stipulations:** Approved plans must be on site when inspection is made, otherwise inspection will not be made. Separate trade permits required as applicable.

Approved per specs/application submitted. Call for required inspections as ready.

**Invoice Info**

Permit Item	Work Type	Fee Basis	Item Total
value \$10,000 - \$100,000 (BLDG)	Valuation	0.00	680.00
CO Comm/Indus/Church/Ed	C.O.	90,000.00	100.00
Plan Review Comm/Indus/Chur/Ed (BLDG)	Plan Review	1.00	300.00

**Mailed**

S/Ron Fulton by \_\_\_\_\_

**Fee Total: \$1,080.00**  
**Amount Paid: \$0.00**

**Applicant**

**Building Official**

**Balance Due: \$1,080.00**

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that it is my responsibility to call for all necessary inspections.  
ALL FEES MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE AND NON-TRANSFERABLE.  
I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge. IT IS UNLAWFUL TO OCCUPY A BUILDING UNTIL A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.  
**Payment of permit fee constitutes acceptance of the above terms.**

001 0001 13 100000  
8018 041000  
19021000 100  
001 0001 13 100000  
001 0001 13 100000

Charter Township of  
Ypsilanti

NOTICE OF  
INSPECTION RESULTS  
485-3943

209 HART PLAZA  
APPROVED

INSPECTION

FINAL ELECT.

COMMENTS

300 - ABOVE CEILING  
OFFICES

INSPECTOR

CAK

DATE

4/16/13

BUILDING DEPARTMENT

(734) 485-3943

Charter Township of  
Ypsilanti

209 HART PLAZA

Electrical  Plumbing  Mechanical  
 Other

Rouge

Inspected By

CAK

Date

2/28/13



NOTICE OF  
INSPECTION RESULTS  
485-3943

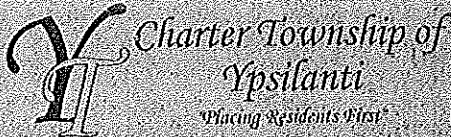
**APPROVED**

INSPECTION PARTIAL RAUGH CEILING

COMMENTS DRY WALL ONLY TO INSTALL

INSPECTOR [Signature]

DATE 2-21-13



NOTICE OF  
INSPECTION RESULTS  
(734) 485-3943

**APPROVED**

INSPECTION PARTIAL DRY WALL

NOTES: IT Room Plus OFFICES

INSP. [Signature]

DATE 3-19-13

**APPROVED**

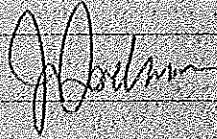
INSPECTION

DRY WALL

NOTES:

PARTIAL ABOVE CEILING CID

INSP.



DATE

3-6-13

**APPROVED**

INSPECTION

Rough

NOTES:

INSP.



DATE

3-6-13



NOTICE OF  
INSPECTION RESULTS  
(734) 485-3943

**APPROVED**

INSPECTION

final bldg.

NOTES:

INSP.

D. Bellis

DATE

4/22/13



709 James Hart  
BUILDING DEPARTMENT Charter Township of  
(734) 485-3943 Ypsilanti

OK David [unclear]  
 Electrical  Plumbing  Mechanical  
 Other [unclear]

Inspected By T Barber  
Date 3-21-2013

709 James Hart  
BUILDING DEPARTMENT Charter Township of  
(734) 485-3943 Ypsilanti

Electrical  Plumbing  Mechanical  
 Other [unclear]  
Inspected By T Barber  
Date 4-18-2013

LEASE

THIS LEASE, made as of the 7<sup>TH</sup> day of DECEMBER, 2012, by and between the Landlord and Tenant hereinafter defined in Sections 1(a) and 1(c), respectively. Landlord and Tenant hereby agree as follows:


1. Basic Lease Provisions

The following sets forth basic data hereinafter referred to in this Lease and, where appropriate, constitute definitions of the terms hereinafter listed:

- (a) Landlord: 699 JLP, LLC, a Delaware limited liability company.
- (b) Landlord's Address: 3010 Old Ranch Parkway, Suite 470, Seal Beach, CA 90740
- (c) Tenant: Interclean Equipment, Inc., a Michigan corporation.
- (d) Tenant's Address: 709 James L. Hart Parkway, Ypsilanti, MI 48197.
- (e) Building: That certain industrial building located at 709 James L. Hart Parkway, in the City of Ypsilanti, County of Washtenaw and State of Michigan.
- (f) Demised Premises: The premises known as 709 James L. Hart Parkway located on the west side of the Building, containing approximately 45,000 square feet ("SF") of floor area as shown on the floor plan attached hereto as Exhibit "A" (the space is the non-crossed out area on the drawing). The computation of 45,000 SF is an estimate subject to adjustment once the Landlord Improvements are completed and the square footage allocable to the hallway for the common area bathroom is known.
- (g) Commencement Date: See Section 3.1.
- (h) Expiration Date: See Section 3.1.
- (i) Basic Rental/Term Seventy (70) Month Lease Term:
  - a. Months 1-12: \$4.80 per square foot NNN + utilities which equates to \$18,000 per month NNN + utilities (see sub-paragraph L);
  - b. Months 13-24: \$4.90 per square foot NNN + utilities which equates to \$18,375.00 per month NNN + utilities;



Dan

- c. Months 25-36: \$4.99 per square foot NNN + utilities which equates to \$18,712.50 per month NNN + utilities;
  - d. Months 37-48: \$5.09 per square foot NNN + utilities which equates to \$19,087.50 per month NNN + utilities;
  - e. Months 49-60: \$5.20 per square foot NNN + utilities which equates to \$19,500.00 per month NNN + utilities;
  - f. Months 61-70: \$5.30 per square foot NNN + utilities which equates to \$19,875.00 per month NNN + utilities
- (j) Security Deposit: \$18,000.00 plus first month's Basic Rental of \$9,000 and Additional Rent of \$7,200 for the month of February, 2013 are due upon execution of the Lease.
- (k) Tenant's Share of Taxes, Building Insurance and CAM: Approximately Fifty Three (53%) Percent ("Tenant's Share") as further defined in Section 14.2, which shall constitute Additional Rent. 
- (l) Rent Abatement: Landlord agrees to abate Fifty percent (50%) of the Basic Rent exclusive of utilities for the first Ten (10) months of the initial Term.
- (m) All rent, including Basic Rent and Additional Rent is payable by Tenant to landlord without any right of set-off.

## 2. Demised Premises

2.1 Landlord, in consideration of the rents to be paid and the covenants to be performed by Tenant, and upon and subject to the terms and provisions herein set forth, does hereby lease unto Tenant the demised premises described in Section 1(f) hereof together with the non-exclusive right and easement to use the exterior and interior common and public areas and facilities which may from time-to-time be furnished by Landlord, including parking areas in common with Landlord and the tenants and occupants (their agents, employees, customers and invitees) of the Building (such exterior and interior common areas and facilities to be hereinafter referred to as the "common areas").

2.2 Notwithstanding anything to the contrary contained in this Lease, Landlord shall make available to Lessee throughout the term of the Lease on-site unreserved parking for up to Seventy-Five (75) vehicles as reflected on Exhibit B attached hereto.

2.3 As long as Tenant is in full compliance under this Lease, it shall have continuous access to the demised premises, 24 hours per day, 7 days per week, and 52 weeks per year.



2.4 Tenant shall have the right to place a sign on the exterior front of the Building. The location and configuration of the sign shall be subject to Landlord's prior approval and shall be in compliance with all applicable local codes and ordinances. The cost, maintenance, repair and replacement of the sign shall be Tenant's sole responsibility. Tenant shall be responsible for removing such sign upon the expiration or termination of this Lease at its sole expense and shall promptly repair any damage to the exterior of the Building caused by such removal at its sole expense.

2.5 Tenant shall have the right to use, at Tenant's sole risk, the existing two crane rails, 20-ton crane and the electrical buss bar on the demised premises. Tenant acknowledges and agrees that such items are fixtures and the property of the Landlord and are part of the Building. Tenant shall be responsible for all repair and maintenance for and on such items during the term of the Lease such that they are in the same condition on the expiration or termination of the Lease as they were on the Commencement Date, reasonable wear and tear excepted. Landlord acknowledges and agrees that the Tenant owns the 10 ton crane and mezzanine and that they are the personal property of the tenant (per Exhibit C). Landlord makes no representation or warranty concerning the crane and related apparatus, its condition or fitness for a particular purpose.

2.6 Tenant shall have exclusive access to the existing truck wells and grade level door that are located in the demised premises.

2.7 Tenant acknowledges that the pneumatic air lines and drops are fixtures and the property of Landlord and are fixtures and are part of the Building owned by Landlord.

### 3. Term and Construction

3.1 The Initial Term of this Lease shall be for a period of Seventy (70) months commencing on April 1, 2013 (the Commencement Date) and expiring on January 31, 2019 (the Expiration Date).). Notwithstanding the foregoing, Landlord agrees to allow Tenant to commence occupancy on February 1, 2013, at no Basic Rent provided Tenant pays all Additional Rent and utilities during occupancy.

3.2 Landlord shall ensure that the carpet is replaced in the office area, the office area is painted, the warehouse portion of the demised premises are swept broom clean, and that all mechanical systems, including the dock doors, man doors and grade level ramps/doors, and all bathrooms are functional prior to the Commencement Date. Landlord warrants that the heating, ventilation and air conditioning systems ("HVAC") shall be in good working condition on the Commencement Date and shall warrant the HVAC system for ninety (90) days for the heat and ninety (90) days for the air conditioning season.

3.3 Landlord agrees to replace current Air Rotation unit with radiant tube heat. Tenant, at Tenants sole cost and expense will be responsible for scheduled



maintenance provided by a licensed HVAC contractor on all HVAC systems within the leased space.

#### 4. Basic Rental

4.1 Tenant shall pay to Landlord as rent for the demised premises the Basic Rental set forth in Section 1(i) hereof. Basic Rental shall be paid on a monthly basis, in advance, upon the first day of each and every successive calendar month throughout the term of this Lease without notice or demand and without deduction or offset, in lawful money of the United States of America, at Landlord's address for notices hereunder or to such other person or at such other place as Landlord may from time to time designate in writing. Landlord and Tenant acknowledge and agree that this a net lease, and that it must yield net to Landlord during the term of the Lease not less than the minimum Basic Rental shown in Section 1(i).

4.2 Any Basic Rental or other sums payable by Tenant to Landlord under this Lease which are not paid with ten (10) days after they are due, and any Basic Rental or other sums received and accepted by Landlord more than ten (10) days after they are due, shall be subject to a late charge of five (5%) percent of the amount due. Such late charges shall be due and payable by Tenant as additional rent to Landlord by the first day of the next succeeding calendar month. Any such late charges shall exist in addition to, and not in the place of, the other default provisions of this Lease. Any and all money and charges required to be paid by Tenant pursuant to the terms of this Lease shall be paid as additional rental whether or not the same may be designated "additional rental" herein.

#### 5. Use and Occupancy

The demised premises shall be used and occupied for light manufacturing consistent with applicable zoning ordinances, including specifically for fabrication and distribution of vehicle wash systems and related equipment, together with ancillary office, administrative, research and development purposes, and for no other purposes without the written consent of Landlord. Tenant shall be responsible for determining whether or not the applicable requirements, including zoning, are appropriate for Tenant's intended use of the demised premises. Tenant shall be responsible for obtaining, at its own expense, such permits and approvals as may be required by the Township of Ypsilanti, Michigan and/or any other municipality or other governmental authority to occupy and conduct its operations from the demised premises. Tenant shall not use the demised premises in any manner which will in any way increase the existing rate of, or otherwise affect, any fire or other insurance upon the demised premises or the Building, or adversely affect or interfere with any services required to be furnished by Landlord to Tenant or to any other tenants or occupants of the Building or with the proper and economical rendition of any such service. Tenant shall not use the demised premises for any purpose in violation of any law, municipal ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices which may injure or cause waste in or about the demised premises or the Building or be a nuisance, disturbance or menace to the other tenants of the Building. Tenant shall not use, store or place in or

Handwritten signature and initials, possibly "DRW".

upon the demised premises any toxic or hazardous substances or materials as set forth in Section 30 below. Tenant shall comply with any occupancy certificate or directive issued pursuant to any law by any public officer as well as the provisions of all recorded documents affecting the demised premises, insofar as they relate to the condition, use or occupancy of the demised premises. If any use of the demised premises shall cause the rate of insurance on the Building to be increased, Tenant shall pay the amount of any such increase.

## 6. Utilities and Services

6.1 Landlord shall provide 1200 amp electrical service to the demised premises. Tenant shall be responsible for all connection of electrical wiring, configuration and set-up on or relating to machinery and equipment in or on the demised premises at its sole expense.

6.2 Utilities are separately metered for the demised premises and shall be the Tenant's sole responsibility. Tenant agrees to pay all charges made against the demised premises for gas, heat, electricity and all other utilities as and when due during the term of this Lease; provided, however, that water and sewer charges are not separately metered and, until such time as there is a tenant in the adjoining space to the east of the demised premises, Tenant shall be responsible for one-hundred (100%) percent of all such water and sewer charges. Provided, further, that once there is a tenant in the adjoining space to the east of the demised premises, then each tenant shall be responsible for their proportionate share of the water and sewer charges based on the amount of space leased in the Building (which shall ultimately be approximately fifty three (53%) percent for Tenant).

6.3 Tenant shall be responsible for janitorial services to the demised premises, as well as the removal and disposal of trash or other rubbish, including exterior trash dumpsters and contracting with third-party trash removal services, at its sole expense.

6.4 Tenant shall be solely responsible for office cabling of telecommunication lines, and all monthly or other communication costs such as telephone, internet, at its sole expense.

## 7. Repairs

7.1 Landlord shall maintain (i) the common areas, including but not limited to sidewalks, parking lot, driveways, truckwells and all surface areas surrounding the premises and (ii) the exterior walls, roofs, foundations and structure of the Building, in good order and condition as reasonably determined by Landlord. Notwithstanding the foregoing, Tenant shall pay the cost of any repairs occasioned by the gross negligence or willful act of Tenant, its agents, employees, invitees and contractors.

7.2 Subject to the provisions of Section 7.1 hereof, Tenant shall keep the demised premises and every part thereof (including alterations, additions or improvements, whether installed by Landlord or Tenant) in good order, condition and repair. Tenant



acknowledges that this is a net lease and agrees that it shall be responsible, at its sole cost and expense, for the maintenance and repair of all electrical, lighting, mechanical, plumbing and HVAC systems. Tenant shall be responsible for installing, maintaining and replacing fire extinguishers in the demised premises as required by applicable fire codes. All repairs made by or on behalf of Tenant shall be made and performed in such manner as Landlord may designate, by contractors or mechanics approved by Landlord and in accordance with all applicable laws, codes and regulations. Subject to the provisions of Article 8 hereof, Tenant shall, at the end of the term hereof, surrender to Landlord the demised premises in the same condition as when received, except for ordinary wear and tear and that Tenant shall not be responsible for the removal of the additional office it plans to construct. Except with respect to the Landlord Improvements and as otherwise provided in this Lease, Landlord has no obligation, and has made no promise, to alter, remodel, improve, repair, decorate or paint the demised premises or any part thereof and no representations respecting the condition of the demised premises or the Building have been made by Landlord to Tenant except as expressly set forth herein.

#### 8. Alterations

8.1 Tenant shall not make any alterations, additions or improvements to the demised premises (whether or not the same may be structural in nature) or attach any fixtures or equipment thereto without Landlord's prior written consent, which consent shall not be unreasonably withheld. All such alterations, additions or improvements shall be performed by InterClean, following the local codes with respective permits and township inspections. Tenant shall furnish Landlord with such sworn statements and waivers of lien as Landlord shall request in connection with such work and shall comply with such other reasonable safeguards and controls as Landlord shall require. Any such alterations, additions or improvements made by either party hereto to the demised premises shall become the property of Landlord upon their installation or completion and shall remain upon, and be surrendered with, the demised premises at the expiration or termination of this Lease; provided, however, that Landlord may require Tenant to remove any additions made by Tenant to the demised premises and to repair any damage caused by such removal, and provided further, that if Tenant has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, Landlord may elect to retain the same as abandoned property.

8.2 Landlord acknowledges and understands that Tenant may need to make certain Tenant Improvements to the demised premises in order to support the set-up of its operations. Such Tenant Improvements shall be subject to Section 8.1 above and shall be completed at Tenant's sole cost and expense. Prior to commencing any such Tenant Improvements, Tenant shall deliver to Landlord a set of scaled drawings for its review and consent which shall not be unreasonably withheld.

8.3 Tenant anticipates its need for office space will increase. Landlord agrees to make provisions that allow for a second floor office area above the additional 5,000 square foot office area per Tenant drawing, utilizing standard building materials and

Handwritten signature and initials, possibly "DAN".

finishes. Tenant will be solely responsible for the cost and build out of any improvements. All new construction shall be performed following the local codes with respective permits and under the supervision of the township inspector.

8.4 Landlord agrees that Tenant can install a security camera system to the building at Tenant's sole cost and responsibility, provided Tenant first provides Landlord with an installation plan, the approval of which shall not be unreasonably withheld. Tenant shall be responsible for repairs after the removal of such equipment to the exterior of the building.

8.5 Tenant, from time to time, will need to attach equipment to the exterior and/or floor of the building on a temporary basis for testing new technologies, provided Tenant first provides Landlord with an installation plan, the approval of which shall not be unreasonably withheld. Tenant shall be responsible for repairs after the removal of such equipment to the exterior of the building.

#### 9. Insurance and Indemnification

9.1 Landlord shall provide and keep in force, or cause to be provided or kept in force, during the term hereof: (a) commercial general liability insurance with respect to Landlord's operation of the Building and the common areas for bodily injury or death and damage to property of others; (b) fire insurance in respect of the Building and the common areas, excluding Tenant's trade fixtures, equipment, personal property and leasehold improvements; together with such other insurance as Landlord, in its sole discretion, elects to obtain (collectively "Building Insurance"). Building Insurance provided by Landlord shall have such limits of liability, deductibles and exclusions, and shall otherwise be on such terms and conditions as Landlord shall from time to time determine reasonable and sufficient. As set forth in Section 14 below, Tenant shall pay to Landlord, as additional rental, Tenant's Share of Building Insurance.

9.2 Tenant shall indemnify and hold Landlord harmless from any damage to any property or injury to or death of any person occurring in, upon or about the demised premises, unless caused by the gross negligence or willful act of Landlord, its agents or employees. Landlord shall indemnify and hold Tenant harmless from any damage to any property or injury to or death of any person occurring in the common areas, unless caused by the gross negligence or willful act of Tenant, its agents, contractors or employees. The foregoing indemnity obligations of Landlord and Tenant shall include reasonable attorney's fees, investigation costs and all other costs and expenses incurred from the first notice that any claim or demand is to be made or may be made. The provisions of this Section 9.2 shall survive the termination of this Lease for a period of three (3) years with respect to any damage, injury or death occurring prior to such termination.

9.3 Tenant shall procure and keep in effect commercial general liability insurance, including property damage and contractual liability, on an occurrence basis

Handwritten signature or initials in the bottom right corner of the page.



with bodily injury and property damage combined single limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the demised premises and all areas appurtenant thereto.

9.4 Tenant shall procure and keep in effect fire insurance (including standard extended coverage endorsement perils and leakage from fire protection devices) for the full replacement cost of Tenant's trade fixtures, equipment, personal property and any leasehold improvements installed by Tenant.

9.5 Tenant shall deliver certificates of the insurance required pursuant to Sections 9.3 and 9.4 hereof to Landlord on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the then current policies. Such insurance shall name Landlord as an additional insured, shall specifically include the liability assumed hereunder by Tenant, and shall provide that it is primary insurance and not excess over, or contributory with, any other valid, existing and applicable insurance in force for or on behalf of Landlord, and shall provide that Landlord shall receive thirty (30) days notice from the insurer prior to any cancellation or change of coverage.

#### 10. Assignment and Subletting

Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign, transfer, hypothecate, or mortgage this Lease or any interest herein or sublet the demised premises or any part thereof, or permit the use of the demised premises by any party other than Tenant. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage, or subletting without such written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the demised premises, but Landlord's right to damages shall survive without waiving any defenses available to Tenant. No consent by Landlord to any assignment, transfer, hypothecation, mortgage or subletting on any one occasion shall be deemed a consent to any subsequent assignment, transfer, hypothecation, mortgage or subletting by Tenant or by any successors, assigns, transferees, mortgagees or sublessees of Tenant. The acceptance of rental by Landlord from any other person shall not be deemed a waiver by Landlord of any provision hereof. In the event of any assignment, transfer, hypothecation, mortgage or subletting, Tenant shall remain fully and primarily liable to perform all of the obligations of Tenant under this Lease and in the event of a default hereunder, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor.

#### 11. Damage or Destruction

11.1 In the event the demised premises or any portion of the Building necessary for Tenant's use of the demised premises are damaged or destroyed in whole or in part during the term hereof by fire or other casualty insured against by Landlord's fire and extended coverage insurance policy covering the Building, Landlord shall, at its own

Handwritten signature and initials, possibly "JAN" or similar, in the bottom right corner of the page.

cost and expense, repair and restore the same to tenantable condition with reasonable dispatch, and during such time as any portion of the demised premises is unusable by reason of such damage, the rent herein provided shall abate in such proportion as that part of the demised premises so rendered unusable bears to the entire demised premises.

11.2 Notwithstanding the provisions of Section 11.1 hereof, if, in the reasonable opinion of Landlord (i) the demised premises cannot be restored to tenantable condition within a period of one hundred fifty (150) days following the commencement of such restoration work, and/or (ii) the cost of performing such restoration work exceeds the proceeds of such insurance by more than One Hundred Thousand Dollars (\$100,000), then Landlord shall not be required to make any repairs and Landlord shall have the right to terminate this Lease upon written notice to Tenant within sixty (60) days after the date of such fire or other casualty, in which event this Lease shall terminate as of the date of such notice and Landlord and Tenant shall be released from any and all liability thereafter accruing hereunder.

11.3 If the demised premises are to be repaired under this Article 11, Landlord shall repair any injury or damage to the Building itself and the leasehold improvements in the demised premises existing as of the Commencement Date. Tenant shall perform, and pay the cost of, repairing any other improvements in the demised premises and shall be responsible for carrying such casualty insurance as it deems appropriate with respect to such other improvements. Tenant shall, at its own cost and expense, remove such of its furniture and other belongings from the demised premises as Landlord shall require in order to repair and restore the demised premises.

11.4 Landlord and Tenant do hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action, against each other, their agents, officers and employees, for any loss or damage that may occur (including, without limitation, loss or damage to the demised premises, the Building, leasehold improvements, personal property, furniture and fixtures) by reason of fire, the elements or any other which could be insured against under the terms of a standard all-risk insurance policy or is, in fact, insured against by insurance then being carried by the party suffering the loss or damage, regardless of cause or origin. Landlord and Tenant shall each obtain from their respective insurers under all policies of fire insurance maintained by either of them a waiver of all rights of subrogation which the insurer of one party might have against the other party consistent with the foregoing waiver, and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver from their respective insurers.

## 12. Eminent Domain

If all or any substantial part of the demised premises shall be taken by any public authority under the power of eminent domain, then this Lease shall terminate as to the part so taken as of the date possession of that part shall be taken, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the



other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall, to the extent the proceeds of the condemnation award are available (other than any proceeds awarded for the value of any land taken), make all necessary repairs to the demised premises and the Building to render and restore the same to a complete architectural unit and Tenant shall continue in possession of the portion of the demised premises not taken under the power of eminent domain, under the same terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the demised premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises; provided, however, Landlord shall not be entitled to any portion of the award made separately to Tenant for removal and reinstallation of trade fixtures, loss of business, or moving expenses, provided such award to Tenant does not reduce the award otherwise payable to Landlord.

### 13. Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations as Landlord shall reasonably promulgate from time to time. Such current rules and regulations, if any, shall be provided to Tenant prior to lease execution. Landlord shall not be responsible to Tenant for the noncompliance by any other tenant or occupant of the Building with any such rules and regulations.

### 14. Taxes, Building Insurance and CAM

14.1 Tenant shall pay to Landlord, as additional rental, Tenant's Share of (a) Taxes, (b) Building Insurance and (c) Common Area Maintenance ("CAM"), in the manner and at the times herein provided.

14.2 The term "Tenant's Share" shall mean the percentage arrived at by dividing the total square footage of rentable floor area in the demised premises by the total square footage of rentable floor area in the Building (including the demised premises). In the event the Building shall be increased or decreased during the term hereof, Tenant's Share shall be adjusted accordingly. Landlord and Tenant agree that Tenant's Share is approximately fifty three (53%) percent which may change once the Landlord Improvements are completed. Unless and until Landlord notifies Tenant that Tenant's Share is higher or lower based upon a revised computation which shall be provided by Landlord to Tenant with sufficient information in which to calculate same, Tenant's Share shall be fifty three (53%) percent of Landlord's actual costs or expenses during the term of this Lease.

(a) The term "Taxes" shall mean the amount of all ad valorem real property taxes and assessments, special or otherwise, levied upon, or with respect to, the Building and the common areas, or the rent and additional charges payable hereunder, imposed by any taxing authority having jurisdiction. Taxes shall also include all taxes, levies and charges which may be assessed, levied or imposed in replacement of, or in addition to,

2011  
1.92  
PSP  
= 64,000  
/ 12  
= 5,333.33  
each month.

all or any part of ad valorem real property taxes as revenue sources and which in whole or in part are measured or calculated by or based upon the Building, the freehold and/or leasehold estate of Landlord or Tenant, or the rent and other charges payable hereunder. Taxes shall include any reasonable expenses incurred by Landlord in determining or attempting to obtain a reduction of Taxes. Taxes shall be allocated to the calendar year in which same first become due. Tenant acknowledges and agrees to pay Tenant's Share of Taxes based on the actual costs thereof. If the Tenant receives an Industrial Facility Tax ("IFT") abatement from the local Township for their Property improvements, the Tenant will pay the IFT upon receipt. IFT will be sent directly to the Tenant from the Township for payment and the Tenant will provide Landlord proof of payment, which shall not be less than 60 days after receipt of tax notice.

(b) The term "Building Insurance" shall have the meaning set forth in Section 9.1 above. Tenant acknowledges and agrees to pay Tenant's Share of Building Insurance based on the actual costs thereof.

(c) The term "Common Area Maintenance" shall mean the operation, maintenance, repair, replacement and administration of the Building and the common areas, including, without limitation; snow removal; general landscaping and maintenance; exterior building maintenance; exterior electric current; management fees; water rates and sewer charges; and any other costs, charges and expenses which, under generally accepted accounting principles and practices, would be regarded as maintenance and operating expenses. Tenant acknowledges and agrees to pay Tenant's Share of Common Area Maintenance charges based on the actual costs thereof.

14.3 Payment of Tenant's Share of (a) Taxes, (b) Building Insurance, and (c) Common Area Maintenance shall be payable by Tenant within thirty (30) days after a statement of actual costs or expenses is mailed to Lessee. Each month, commencing on February 1, 2013, and continuing on the first day of each and every successive calendar month throughout the term of this Lease, together with and in addition to the payments of Basic Rental, Tenant shall pay to Landlord as additional rental, one-twelfth (1/12th) of the amount estimated by Landlord as Tenant's Share of Taxes, Building Insurance and Common Area Maintenance for the current calendar year. For the first calendar year, the estimated additional monthly rental payments shall be based on the estimated computations.

14.4 After the close of each calendar year, Landlord shall deliver to Tenant a statement prepared by Landlord of Tenant's share of taxes, building insurance and common area maintenance. If on the basis of such statement, Tenant owes an amount which is less than the estimated additional rental payments for such calendar year previously made by Tenant, Landlord shall credit such excess amount against the next payment(s) due from Tenant to Landlord of taxes, building insurance and common area maintenance, or if no further payment of taxes, building insurance and common area maintenance is due, Landlord shall refund such excess amount to Tenant. If on the basis of such statement, Tenant owes an amount which is more than the estimated additional rental payments for such calendar year with respect to taxes, building insurance and common area maintenance previously made by Tenant, Tenant shall pay

the deficiency to Landlord within thirty (30) days after delivery of such statement.

14.5 If the Commencement Date shall be other than the first day of a calendar year or the Expiration Date shall be other than the last day of a calendar year, Tenant's Share of Taxes, Building Insurance and Common Area Maintenance which is applicable to the calendar year in which such commencement or termination shall occur shall be prorated on the basis of the number of calendar days within such year as are within the term hereof.

14.6 In addition to the monthly Basic Rental and other charges to be paid by Tenant hereunder, Tenant shall pay (or reimburse Landlord if paid by Landlord) for any and all taxes (other than net income taxes and taxes included within Taxes) whether or not now customary or within the contemplation of the parties hereto upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the demised premises or by the cost or value of any leasehold improvements made in or to the demised premises by or for Tenant (other than the Tenant Improvements) regardless of whether title to such improvements shall be in Tenant or Landlord.

#### 15. Quiet Enjoyment

Landlord warrants that Tenant, upon paying the Basic Rental, additional rental and other charges due hereunder and performing all of Tenant's obligations under this Lease, shall peacefully and quietly hold, occupy and enjoy the demised premises throughout the term hereof, and will not be disturbed or interfered with by Landlord or any person holding under or through Landlord, subject, however, to the provisions of this Lease and to any mortgages or ground or underlying leases referred to in Article 16 below. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord.

#### 16. Subordination

16.1 This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgage or mortgages which may now or hereafter be placed upon the demised premises, the Building or the land, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages. At the option of a purchaser at a foreclosure sale, this Lease shall remain in full force and effect after, and not be extinguished by, the foreclosure of any such mortgage, and Tenant shall attorn to the purchaser at the foreclosure sale under all of the terms, conditions and covenants of this Lease for the balance of the term hereof, provided if this Lease is deemed terminated and extinguished by such a foreclosure, at the option of a purchaser at a foreclosure sale, Tenant shall enter into a new lease with the purchaser at the foreclosure sale upon the same terms and conditions as this Lease, except that the term of the new lease shall be equal to what would have been the balance of the term of this Lease had it not been terminated. Notwithstanding the

foregoing, at the request of the holder of any of the aforesaid mortgage or mortgages, this Lease may be made prior and superior to such mortgage or mortgages.

16.2 At the request of Landlord or any mortgagee of the Building, Tenant shall execute and deliver such further instruments as may be reasonably required to implement the provisions of this Article 16.

#### 17. Nonliability of Landlord

17.1 Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the area adjacent to, or connected with, the demised premises or any part of the Building, or for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems in the Building, or from burst, stopped or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the demised premises from any cause whatsoever; and no such occurrence shall be deemed to be an actual or constructive eviction from the demised premises or result in an abatement of Basic Rental, additional rental and other charges due under this Lease unless caused by the gross negligence or willful act of Landlord, its agents or employees.

17.2 In the event of any sale or transfer (including any transfer by operation of law) of the demised premises, Landlord (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's (or such subsequent owner's) respective period of ownership, provided that the transferee assumes in writing all of the obligations of Landlord under this Lease which arise subsequent to the transfer. Tenant shall attorn to such new owner.

17.3 If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Building and out of rents or other income from the Building receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Building, and neither Landlord nor any of the members, managers, officers, directors, shareholders, partners, employee or agents of the entity comprising the Landlord herein, nor anyone claiming by, through or under Landlord, shall be liable for any deficiency.

#### 18. Waiver

One or more waivers of any covenant, condition or provision herein contained by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant, condition or provision herein contained; and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not



be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. If Landlord commences any summary or other proceeding for nonpayment of rent or the recovery of possession of the demised premises, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. To the extent permitted by law, Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of, or in any way connected with, this Lease.

#### 19. Bankruptcy

Subject to applicable bankruptcy or insolvency laws, in the event (a) Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties; (b) within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated; or (c) this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days, then, and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of the court creating any of such disabilities shall not be final by reason of the pendency of such proceedings, or appeal from such order, or if the petition shall have been withdrawn or the proceedings dismissed within ninety (90) days after the filing of the petition, then Landlord shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

#### 20. Landlord's Remedies

20.1 In the event Tenant shall fail to pay the Basic Rental, additional rental or any other obligations involving the payment of money reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided herein or at law or in equity, have the remedies set forth in Section 20.3 below.

20.2 If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure



such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within said thirty (30) day period to commence or thereafter proceed diligently to cure such default within a reasonable period of time (not to exceed ninety (90) days after the receipt of such notice), then, and in either of such events, Landlord may (at its option and in addition to its other remedies) cure such default for the account of Tenant and any sum so expended by Landlord shall be additional rent for all purposes hereunder, including Section 20.1 above, and shall be paid by Tenant with the next monthly installment of Basic Rental.

20.3 If any rent or any other obligation involving the payment of money shall be due and unpaid or Tenant shall be in default upon any of the other terms of this Lease, and such default has not been cured after notice and within the time periods provided in Sections 20.1 and 20.2 above, or if the demised premises are abandoned, then Landlord, in addition to its other remedies, shall have the immediate right to terminate this Lease and/or recover possession of the demised premises. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by the law, Landlord may relet the premises or any part thereof on such commercially reasonable terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the demised premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the avails of such reletting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to Landlord. The obligations of Tenant shall survive any termination of this Lease pursuant to this Section 20.3.

20.4 All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

20.5 If as a result of any breach or default in the performance of any of the provisions of this Lease, either party uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant from the demised premises, the prevailing party shall be reimbursed by the other party upon demand for any and all reasonable attorneys' fees and expenses so incurred by the prevailing party.

20.6 In the event Tenant shall abandon or surrender the demised premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the demised premises shall be deemed to be abandoned, or, at the option of Landlord, may be removed by Landlord at Tenant's expense.

## 21. Holding Over



It is hereby agreed that in the event of Tenant holding over after the termination or expiration of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a monthly occupancy charge equal to one hundred twenty percent (120%) of the sum of (a) the monthly Basic Rental payable hereunder for the last lease year, plus (b) all other charges, including additional rental, payable by Tenant under this Lease for the last lease year, such charge to be payable from the expiration or termination of this Lease until the end of the calendar month in which the demised premises are delivered to Landlord in the condition required herein, and Landlord's right to damages for such illegal occupancy shall survive.

## 22. Entire Agreement

This Lease (including the Exhibits thereto) shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.

## 23. Notices

All notices, consents, requests, demands, designations or other communications which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or sent by U.S. Express Mail or any nationally recognized overnight carrier with a signed receipt obtained upon delivery, and addressed as follows: (a) to Tenant at the address set forth in Section 1(d) hereof, or to such other place as Tenant may from time to time designate in a notice to Landlord, or delivered to Tenant at the demised premises, and (b) to Landlord at the address set forth in Section 1(b) hereof, or to such other place as Landlord may from time to time designate in a notice to Tenant with a copy to Landlord's mortgagee (provided Tenant shall have received notice of the name and address of such mortgagee).

## 24. Inability to Perform

If, by reason of the occurrence of unavoidable delays due to acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies or for any other cause or event beyond Landlord's reasonable control, Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished by Landlord under the provisions of this Lease or any collateral instrument, or is unable to perform or make, or is delayed in performing or making, any installations, decorations, repairs, alterations, additions or improvements required to be performed or made under this Lease or under any collateral instrument, or is unable to fulfill, or is delayed in fulfilling, any of Landlord's other obligations under this Lease or any collateral instrument, no such inability or delay shall constitute an actual or constructive eviction in whole or in part, or entitle Tenant to any abatement or diminution of rental or

other charges due hereunder or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

#### 25. Security Deposit

Upon the execution of this Lease, Tenant has deposited with Landlord the amount set forth in Section 1(j) hereof (hereinafter referred to as the "Deposit"). The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the provisions of this Lease to be performed or observed by Tenant. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may, but shall have no obligation to, use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall, within ten (10) days after demand therefor, deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof and after Tenant has vacated the demised premises. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit.

#### 26. Liens

Tenant shall keep the demised premises and the Building free of any liens, claims or other encumbrances. Any mechanic's lien filed against the demised premises or the Building for work claimed to have been done or materials claimed to have been furnished to Tenant shall be discharged by Tenant within ten (10) days thereafter. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Landlord shall be deemed the equivalent of a discharge of any such lien. Should any action, suit, or proceeding be brought upon any such lien for the enforcement or foreclosure of the same, Tenant shall indemnify, defend and hold Landlord harmless therein, by counsel satisfactory to Landlord, and pay any damages and satisfy and discharge any judgment entered therein against Landlord.

#### 27. Entry by Landlord

27.1 Landlord and its designees may enter the demised premises at reasonable hours to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all of its obligations hereunder, (d) post notices of nonresponsibility, and (e) make repairs to any adjoining space or to any other portion of the Building, provided that all such work shall be done



as promptly as reasonably possible and Tenant is notified of such entry 24 hours in advance except in case of emergency. Tenant hereby waives any claim for damages for any injury or inconvenience to, or interference with, Tenant's business, any loss of occupancy or quiet enjoyment of the demised premises or any other loss occasioned by such entry, provided that Landlord shall be liable for any property damage caused by the gross negligence or willful act of Landlord, its agents, or employees.

27.2 Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the demised premises; and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in any emergency in order to obtain entry to the demised premises, and any entry to the demised premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the demised premises or an eviction, actual or constructive, of Tenant from the demised premises, or any portion thereof.

#### 28. Estoppel Certificate

At any time and from time to time upon ten (10) days prior request by Landlord, Tenant will promptly execute, acknowledge and deliver to Landlord, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) that Tenant is in occupancy of the demised premises and any work to be performed by Landlord has been satisfactorily completed, (c) the date to which rental and other sums payable hereunder have been paid, (d) that neither Landlord nor Tenant is in default under this Lease and Tenant knows of no fact which with the passage of time or giving of notice would constitute such a default by Landlord or Tenant, (e) there are no actions, whether voluntary or otherwise, pending, or to its knowledge threatened, against Tenant under the bankruptcy laws of the United States or any state thereof, and (f) such other matters as may be reasonably requested by Landlord or its mortgagee. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any mortgage of the Building or any part thereof. In the event Tenant shall fail to deliver the certificate within the time period stated above, such failure shall be a default under this Lease and Tenant shall be deemed to have confirmed as true the matters stated in (a) through (e) above.

#### 29. Option to Renew

Provided that Tenant is not in default under any of the terms and conditions of this Lease and shall not have assigned this Lease or subleased any portion of the demised premises, then Tenant shall have the right to extend the term of this Lease for One (1) additional term of Five (5) years, by giving Landlord written notice of its intention to exercise such option right not later than Six (6) months prior to the expiration of the initial term of this Lease. In the event Tenant shall timely exercise its option to extend the term, the then term of this Lease shall be extended for an additional Five (5) years upon the same terms and conditions stated herein, except that

the Basic Rental rate payable with respect to such option period pursuant to Article 4 hereof shall be as follows:

- a. Months 1-12: \$5.41 per month per square foot NNN + utilities; which equates to \$20,287.50 per month NNN + utilities
- b. Months 13-24: \$5.51 per month per square foot NNN + utilities; which equates to \$20,662.50 per month NNN + utilities
- c. Months 25-36: \$5.62 per month per square foot NNN + utilities; which equates to \$21,075.00 per month NNN + utilities
- d. Months 37-48: \$5.74 per month per square foot NNN + utilities; which equates to \$21,525.00 per month NNN + utilities
- e. Months 49-60: \$5.85 per month per square foot NNN + utilities; which equates to \$21,937.50 per month NNN + utilities

### 30. Hazardous Substances

30.1 The term "Hazardous Substances" as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation or release, either by itself or in combination with other materials expected to be on the demised premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, the demised premises or the Building, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but are not limited to, flammable explosives, petroleum, pesticides, radioactive materials, hydrocarbons, gasoline and/or crude oil or any products, by-products or fractions thereof, and substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide and Rodenticide Act or the Michigan Environmental Response Act, and all regulations adopted and publications promulgated thereto, all as amended from time to time.

30.2 Tenant shall be fully responsible, at its sole expense, for compliance with all laws and/or regulations governing the handling of Hazardous Substances or other substances used or stored on the demised premises in connection with Tenant's business and operations conducted therein. All hazardous or potentially Hazardous Substances shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Tenant shall not spill, introduce, discharge or bury any Hazardous Substances, substance or contaminant of any kind in, on, or under



the demised premises or any portion thereof or any adjacent premises or into the ambient air. Tenant shall not permit the discharge of any Hazardous Substances into the sanitary or storm sewer or water system serving the demised premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Tenant shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Tenant shall undertake, at its sole expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Tenant's other indemnity or insurance obligations under this Lease.

30.3 Tenant shall indemnify, defend and hold Landlord and its members, managers, officers, directors, shareholders, partners, employee or agents harmless from and against any and all loss of rents and/or liabilities, obligations, fees, costs, damages, claims and causes of action whether direct, indirect, consequential or otherwise, arising from or relating to any incident or occurrence on or about the demised premises or any adjacent premises pertaining to Hazardous Substances which results from the acts or omissions of Tenant, its agents, employees or invitees, during the term of this Lease and all extensions and renewals thereof. The obligations of Tenant under this section shall survive the expiration or termination of this Lease.

### 31. Miscellaneous

31.1 Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, or option for, lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

31.2 The agreements, conditions and provisions herein contained shall, subject to the provisions of Articles 10 and 17 hereof, apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

31.3 Landlord and Tenant each agree to indemnify and hold the other harmless of and from any and all loss, cost, damage or expense (including, without limitation, all counsel fees and disbursements) by reason of any claim of, or liability to, any broker claiming through it and arising out of, or in connection with, the execution and delivery of this Lease.

31.4 If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Lease and all such other provisions shall remain in full force and effect.

31.5 This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the State of Michigan shall govern the administration and/or interpretation of any and/or all of the provisions of this Lease.

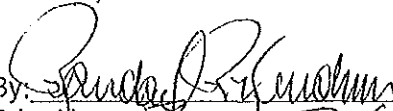


31.6 Landlord may assign this Lease, and all of its rights and obligations hereunder, to an affiliated entity, which shall not require the consent of Tenant. For purposes of this Lease, an affiliated entity shall mean any entity that directly or indirectly controls, is controlled by or under common control with Tenant, whether by ownership or otherwise.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

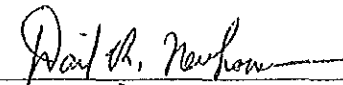
"Landlord"

699 JLP, LLC

By:   
Print Name: RANDALL R. KENCZICK  
Its: MANA MEMBERS

"Tenant"

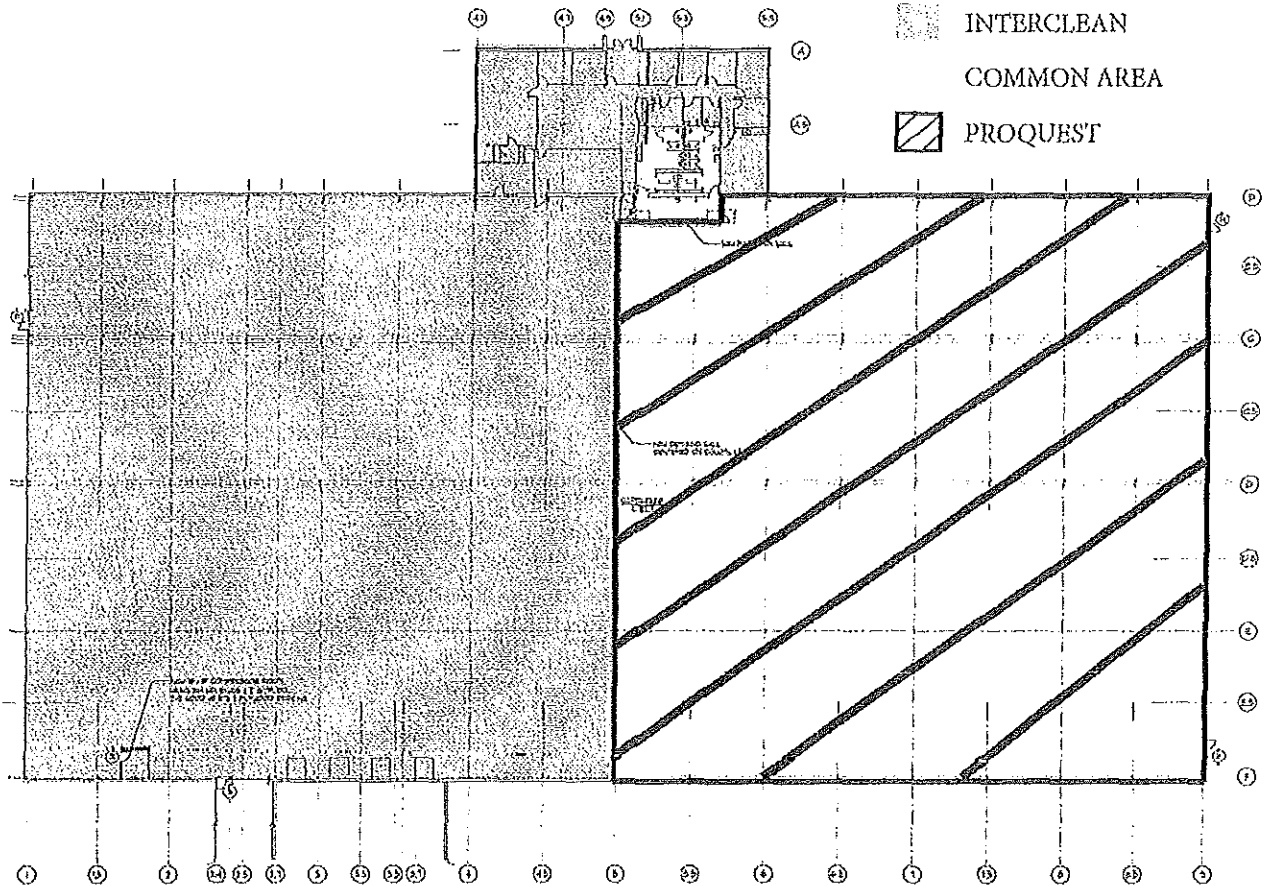
Interclean Equipment, Inc.

By:   
Print Name: DAVID R. NEWHOUSE  
Its: PRESIDENT

DEC. 7, 2012

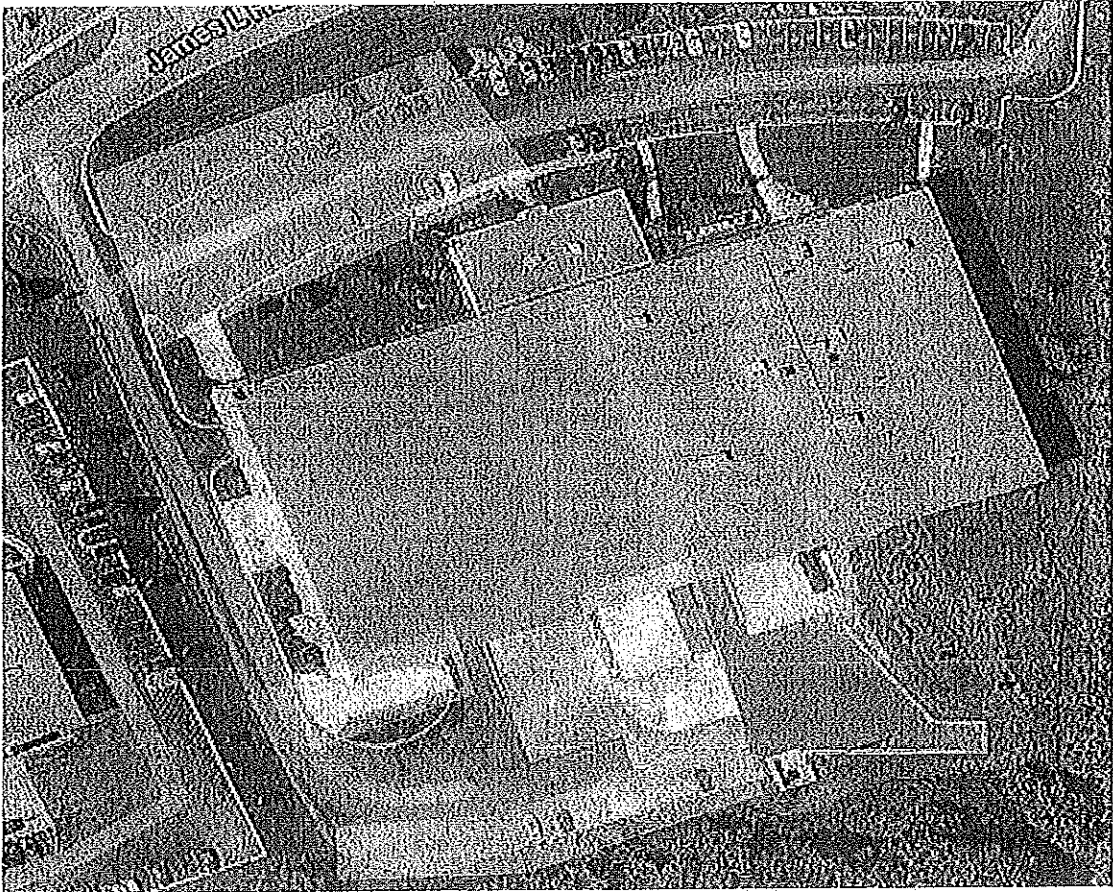


EXHIBIT "A"



WAREHOUSE PARTITION FLOOR PLAN

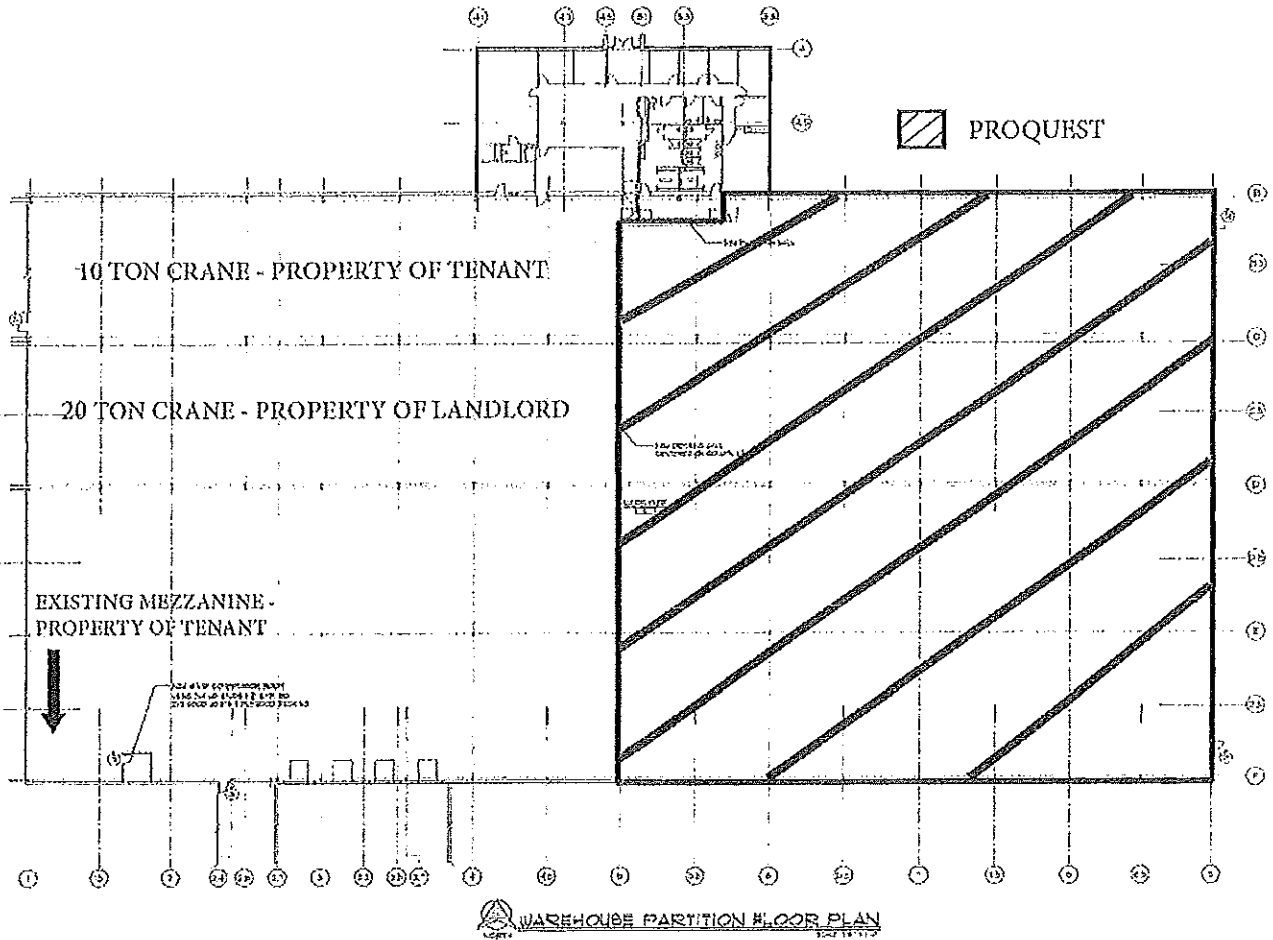
EXHIBIT B - INTERCLEAN PARKING PLAN



*DRW*  
DRW



EXHIBIT "C"



*RAF*  
Draw

**AGREEMENT BETWEEN**  
**THE CHARTER TOWNSHIP OF YPSILANTI**  
**AND INTERCLEAN EQUIPMENT INC.**

*This Agreement (“Agreement”)* is entered into this 28<sup>th</sup> day of October, 2013, between the **CHARTER TOWNSHIP OF YPSILANTI (“Township”)**, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and **INTERCLEAN EQUIPMENT INC. (“INTERCLEAN”)**, a duly authorized domestic profit corporation incorporated under the laws of the State of Michigan, whose address is 709 James L. Hart Parkway, Ypsilanti, MI 48197, through their undersigned authorized representatives.

**Definitions:** As used in this *Agreement*, the term *“Township”* shall mean the **CHARTER TOWNSHIP OF YPSILANTI**; the term *“INTERCLEAN”* shall mean **INTERCLEAN EQUIPMENT INC.**; the term *“Certificate”* shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended; the term *“Facility”* shall mean the facility located at 709 James L. Hart Parkway, Ypsilanti Township, Washtenaw County, Michigan 48197; the term *“Act”* shall mean Act 198 of 1974, as amended; and the term *“Application”* shall mean Application for Industrial Facilities Exemption Certificate.

**WHEREAS, INTERCLEAN** has requested, and following a public hearing on October 28, 2013, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended; for the **Facility** located at 709 James L. Hart Parkway, Ypsilanti Township, Washtenaw County, Michigan 48197, for a period of two (2) years.

**WHEREFORE**, the parties hereto agree as follows:

1. **Real and Personal Property Improvements.** **INTERCLEAN** will construct the improvements to the **Real Property** as well as purchase and install the "**Personal Property**," as set forth in the **Application** (a copy of which is attached hereto, labeled **Exhibit A**) within two (2) years of the approval date of the certificate. **INTERCLEAN** shall also attach a copy of the legal description (labeled **Exhibit B**) for the real property which is the subject of this **Agreement**.

2. **Reimbursement of Abated Taxes to the Township and Other Taxing Units.** In the event that **INTERCLEAN** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event **INTERCLEAN** relocates its **Facility** located at 709 James L. Hart Parkway, Ypsilanti Township, Washtenaw County, Michigan 48197, outside of the **Township** prior to the end of the term of the

**Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated without either (a) the consent of the **Township**, or (b) the approval of the **Township** of a transfer of the **Certificate** by **INTERCLEAN** to a new owner or lessee of the **Facility**, then in such event, **INTERCLEAN** shall be obligated to reimburse the **Township** and all other taxing units affected by said abatement, an amount equal to 100% of the amount of property taxes abated pursuant to the issuance of the **Certificate**.

The reimbursement shall be immediately payable in full by **INTERCLEAN** within 30 days upon receipt of an invoice and demand for reimbursement from the **Township** on behalf of itself and all other taxing units affected by said abatement.

If for any reason **INTERCLEAN** fails to pay the amount of the invoice for abated taxes to the taxing units affected thereby within 30 days of the date of said invoice, **INTERCLEAN** shall be responsible for any additional costs incurred by the **Township** in seeking recovery of said abated taxes, including, but not limited to administrative fees, court costs and actual attorney fees incurred.

3. **Responsibilities of INTERCLEAN EQUIPMENT INC.** If prior to the end of the term of the **Certificate** as issued by the State Tax Commission **INTERCLEAN** chooses to vacate the **Facility**, **INTERCLEAN** agrees to be responsible for the following:

A. **INTERCLEAN** agrees to the cleanup of any environmental contamination which was caused by **INTERCLEAN**, its employees or agents acting within the scope of their agency, which cleanup shall include, but not be limited to, demolition of obsolete property.

B. **INTERCLEAN** shall, if requested by the **Township**, post a surety bond in an amount equal to the unpaid amounts anticipated to be due from **INTERCLEAN** under this **Agreement** as a result of **INTERCLEAN** vacating the **Facility** prior to the term for which the **Certificate** was approved by the State Tax Commission, including, but not limited to, any reasonable cleanup or maintenance costs under this paragraph, including any appropriate administrative fees charged thereto.

C. **INTERCLEAN** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of real or personal property (which property is covered by the **Certificate** herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event

**INTERCLEAN** requests a meeting with the Township to discuss real and/or personal property tax disputes, a meeting shall be held by the parties within 45 days of **INTERCLEAN** making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real and/or personal property tax dispute, **INTERCLEAN** shall pay prior to filing a petition with the Michigan Tax Tribunal the all of the real and personal property taxes in dispute pending a final decision from the Michigan Tax Tribunal.

4. **Compliance with Applicable Laws and Regulations.**

**INTERCLEAN** agrees that it will operate the **Facility** in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, zoning, outside storage, industrial waste disposal, air and water quality, noise control and other environmental regulations.

5. **State Education Tax.** **INTERCLEAN** agrees that during the duration of this **Certificate** as approved by the State Tax Commission that it will not seek an abatement of the State Education Tax pursuant to Public Act 1993, effective March 15, 1994, entitled "**State Education Tax Act**", MCL 211.901 et seq.

6. **Administration Fee.** **INTERCLEAN** agrees to remit to the **Township** during the duration of the **Certificate** as approved by the State Tax Commission the administrative fee provided in section 11(1) of Public Act 198 of 1974, MCL 207.561(1), as amended.

7. **Reporting.** **INTERCLEAN** shall provide in a timely manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**, and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;

B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.

C. List of locations and their numbers as reflected on your trial balance.

D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).

E. Lease agreements in effect for all personal property.

F. Detailed Trial Balance which reflects ending balances for the audit locations.

G. Invoices as selected.

H. General Ledger.

I. Copy of Michigan Single Business Tax Return with supporting schedules.

J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.

K. Any other document deemed necessary for completion of a complete audit of all personal property.

8. **Initial Status Report.** **INTERCLEAN** will submit to the **Township Clerk**, not later than January 10<sup>th</sup> of the second year **INTERCLEAN** occupies the **Facility** , an Initial Status Report, in a form requested by the **Township**, which shall indicate the actual project cost, the estimated project cost, the number of jobs created and projected to be created within the time period described in paragraph 1 of said **Agreement** with an explanation of any variations from what was set forth in the **Application** and the actual costs or actual employment levels achieved.

9. **Annual Status Report.** **INTERCLEAN** further agrees to submit not later than December 31<sup>st</sup> of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the **Township**. If employment has not equaled or exceeded the numbers set forth in the



***Application***, an explanation for this variance shall be provided by ***INTERCLEAN***.

10. **Fulfillment of Obligations.** In the event that ***INTERCLEAN*** occupies the ***Facility*** for the full term of the ***Certificate*** as approved by the State Tax Commission or in the alternative ***INTERCLEAN*** obtains either (a) the consent of the ***Township*** to relocate its operation prior to the end of the term of the ***Certificate***, or (b) the approval of the ***Township*** to transfer the ***Certificate*** to a new owner or lessee of the ***Facility***, then ***INTERCLEAN*** shall be considered to have fulfilled any and all of its obligations to the ***Township*** pursuant to the ***Certificate*** and this ***Agreement***. Notwithstanding anything else in this ***Agreement***, in the event ***INTERCLEAN*** does not occupy the ***Facility*** or does not receive any tax abatement pursuant to this ***Agreement***, ***INTERCLEAN*** will not be liable for any costs, damages, fees or other amounts or payments of any kind under this ***Agreement***.

11. **Corporate Authority.** The execution, delivery and performance by ***INTERCLEAN*** of this ***Agreement*** has been duly authorized by all necessary corporation action and will not violate its articles of the corporation or its by-laws.

12. **Binding Agreement.** When executed by **Township** and **INTERCLEAN**, this **Agreement** shall be a valid and binding obligation of **INTERCLEAN** and shall be enforceable against the parties in accordance with its terms herein.

13. **Notices.** Any notice required or permitted to be given or served upon any party hereto in connection with this **Agreement** shall be deemed to be completed and legally sufficient when:

- A. Personally delivered with written acknowledgment of receipt; or,
- B. Deposited with an expedited mail service company for delivery on the next business day; or,
- C. Sent by telegram; or,
- D. By facsimile transmission; or,
- E. On the next business day after the date when deposited in the United States Mail, certified, return receipt requested, postage pre-paid, addressed as follows:

If to the **Township**: Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
ATTN: Karen Lovejoy Roe, Twp. Clerk  
and/or her successor  
(734) 484-4700

If to **INTERCLEAN**: David Newhouse  
[david.newhouse@interclean.com](mailto:david.newhouse@interclean.com)  
President of Interclean Equipment Inc.  
709 James L. Hart Parkway  
Ypsilanti, MI 48197  
(734) 961-3300

14. **Entire Agreement and Amendment.** Subject to the provisions of the Act, this **Agreement** and the Exhibits attached thereto contain the entire agreement between the **Township** and **INTERCLEAN** with respect to the matters described herein. This **Agreement** may not be amended, except with the written consent of the **Township** and **INTERCLEAN** and approval by the State Tax Commission.

15. **Captions.** The captions in this **Agreement** are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this **Agreement**.

16. **Interpretation.** This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. **Acceptance.** The terms of this **Agreement** are hereby accepted this 28th day of October, 2013.

18. It is the intent of the parties that this **Agreement** shall be filed and recorded with the Washtenaw County Register of Deeds.

## **CHARTER TOWNSHIP OF YPSILANTI**

---

Brenda L. Stumbo, Supervisor

---

Karen Lovejoy Roe, Township Clerk

## **INTERCLEAN EQUIPMENT INC.**

---

By: David Newhouse,  
Its: President of Interclean Equipment, Inc.  
709 James L. Hart Parkway  
Ypsilanti, MI 48197  
(734) 961-3300

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



**Assessor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 487-4927  
Fax: (734) 484-5159  
www.ytown.org

---

TO: Brenda Stumbo  
Township Supervisor

FROM: Brian McCleery  
Assistant Assessor

DATE: 10/28/13

RE: Application for Industrial Facilities Exemption Certificate  
Interclean Equipment Inc.  
709 James L. Hart Pkwy

Interclean equipment Inc. has requested a two (2) year, Industrial Facilities Exemption Certificate for property located at 709 James L. Hart Pkwy. This company designs and manufactures heavy duty wash equipment. This investment is for both real and personal property.

Per the above application, 5 to 7 jobs will be created in Ypsilanti Township and 47 jobs will be retained. The application is for real property in the amount of \$178,804.98 and personal property in the amount of \$143,875.11.

Without the Industrial Facilities Exemption Certificate, the personal property taxes would be approximately \$2,276 and the real property taxes would be approximately \$5,286. The Township portion would be approximately \$2,200.

With the Industrial Facilities Exemption Certificate, the personal property taxes would be approximately \$1,205 and the real property taxes would be approximately \$3,003. The Township portion would be approximately \$1,100.

In conclusion, I have reviewed the application submitted by Interclean Equipment Inc. and it appears to be in proper form. Please let me know if I can be of assistance to the taxpayer to meet the requirements associated with this IFT Application.

# PUBLIC COMMENTS

---

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 14, 2013 WORK SESSION**

**PROPOSED**

Supervisor Stumbo called the meeting to order at approximately 4:00 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 Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**1. 2014 PROPOSED BUDGET PRESENTATION**

**a. Fund 206 – Fire.....Chief Eric Copland**

Chief Copeland provided highlights of his budget:

- Two officers that were in the drop program would be replaced through the promotional list and two entry level firefighters would then be hired
- Operational Spending would remain status quo, factoring in the 3% wage concession, decrease in sick time payouts and holiday pay
- Capital outlay expenditure of \$520,000 to include the repair of the roof at headquarters on Ford Boulevard and the purchase of a new fire engine
- Increased millage rate was expected to generate 1.1 million dollars which would cover the retirement side of the fire pension at 100% and OPEB funding
- The Fire millage covered the operations with an allocation of 3.125 mills
- The Revenue side would generate roughly 4.5 million
- An appropriation of nearly one million dollars would be needed from Fund Balance in order to balance the 2014 budget
- Available funds from the 2011 Vehicle Exhaust System Grant used to purchase 12 sets of turnout gear for half of the department
- About \$25,000 from Capital Outlay will be used for turnout gear for the other half of the department
- Allocation of \$10,000 for education and training
- No change in Utilities
- Fuel costs have spiked and discussion followed

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 WORK SESSION MINUTES  
PAGE 2**

Clerk Lovejoy Roe asked for an explanation for the increase of 1.7 million over last year's budget and what the fund balance would be at the end of 2014.

Chief Copeland explained the largest capital outlay was roughly a half a million dollars for a new fire truck, increased cost of health care for retirees and current staff and buyouts for retirees.

Discussion followed regarding operation for the next three years.

Treasurer Doe questioned the amount of building maintenance for Station 1, 3 and 4 and asked for the reason of the increase and why didn't the cost go back down.

Chief Copeland gave examples of repairing the breach on the diesel fuel tank and drainage problems. He pointed to the itemized expenditures over that last few years and the fact that so many maintenance items have been postponed, for lack of funds, that are now showing further stress and needed repairs

Trustee Eldridge voiced concern over the fire hydrant charge. Discussion followed that the charge was for GPS mapping which had been completed and the actual maintenance was performed by YCUA. He asked how old the current fire truck was, what would be done with it and if the process to purchase a new one would be smoother than previously experienced.

Chief Copeland presented information on the current engine and his recommendations for the new engine, which would come to the Board for approval.

**b. Fund 252 – Hydro.....Jeff Allen**

Jeff Allen, RSD Director said a truck would be purchased for Mr. Saranen for Hydro Station use, which would eliminate the vehicle allowance.

Michael Saranen, Hydro Operator provided a brief overview of the budget.

- Projected increase in revenue from DTE
  
- Request for \$50,000 from General Fund for Phase II of Tyler Road Dam, depending on final report from Stantec  
Discussion followed
- Expenditures increased for maintenance projects



**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 WORK SESSION MINUTES  
PAGE 3**

Trustee Eldridge questioned the increase for telephone. Discussion followed on DTE implementation of a system that would become their property and would no longer cost the Township.

Trustee Eldridge was also concerned about a turbine expense.

**c. Fund 226- Environmental Services.....Jeff Allen**

Jeff Allen provided an overview of the budget.

- Normal operation involved two chipper trucks with two full time employees and one seasonal employee
- A vacancy exists for one full time employee
- The other full time employee has been moved to fill in for an injured employee
- The trucks are currently utilizing two temporary employees
- The union has been requested to hold those positions

Clerk Lovejoy Roe asked if Carl Rowsey, Compost Site had ever been approached regarding the use of additional leaves for the Compost Site and could more product be provided to increase revenue. Discussion followed regarding this possibility.

**d. Fund 590 – Compost.....Jeff Allen**

Clerk Lovejoy Roe discussed the possibility of doing more recycling and less garbage pickup to save costs. Discussion followed regarding the Waste Management contract.

Trustee Eldridge questioned the expense for repairs and maintenance of pole barns and trailers, since it doubled from last year's amount yet nothing was spent last year.

**e. Fund 595 – Motorpool.....Jeff Allen**

Jeff Allen presented a brief overview.

**f. Fund 584 – Golf Course.....Dan Roberts/Tim Smith**

Dan Roberts and Tim Smith requested the same basic budget as last year.

Treasurer Doe said the Greens Commission needed to discuss membership cost increases. He reported the Golf Course would have a \$60,000 shortfall, attributed to the rain in March.

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 WORK SESSION MINUTES  
PAGE 4**

Trustee Scott Martin asked if any progress had been made in building the golf population by reaching the public with social media improvements.

Dan Roberts said the Groupons and website had generated a lot of new business.

Trustee Eldridge said the golf course was a jewel in the community and agreed with Treasurer Doe that the Greens Commission needed to do more to generate new business and improve the course and clubhouse.

Clerk Lovejoy Roe asked if the social media could target golfers specifically.

Discussion followed on the golf course having it's own identity.

Travis McDugald, IS Manager said the mechanisms were in place to generate improvements in the social media and his department was working to utilize them in the next year.

Tim Smith said he had gotten an estimate of \$249,000 from S & J Asphalt to recap the clubhouse parking lot area and existing cart paths, remove curbs and reroute one cart path in the rough.

**2. PROPOSED 2014 WORK SESSION AND BOARD MEETING DATES**

Discussion followed on moving the Work Session and Board Meeting back to the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month.

**3. OTHER DISCUSSION**

**A. 1540 S. Harris**

Supervisor Stumbo stated Rob Nissley, Director of Habitat for Humanity had identified 1540 S. Harris as a property they would like to obtain through the recently implemented First Look Program. She asked the Board to add this under Other Business on the Agenda.

**4. REVIEW AGENDA**

Supervisor Stumbo reviewed the agenda with additional comments on the following items:

- **Consent Agenda**

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 WORK SESSION MINUTES  
PAGE 5**

No discussion

- **Trustee Agenda**

No discussion

- **Attorney Report**

Attorney Winters said the General Legal Update would be covered in the Regular Meeting.

Attorney Winters stated that stabilization of the Township neighborhoods remained a top priority in regard to working with Habitat for Humanity.

- **Old Business**

**Request of Art Serafinski, Recreation Director to approve Senior Nutrition Program Agreement with Washtenaw County that will be fully funded through Federal Grant and to authorize signing of the Agreement** (Previously approved at the Regular Meeting held September 23, 2013)

Art Serafinski explained that Washtenaw County had sent the contract back to the Township, since we had incorrectly assumed that we could use our rate of pay instead of the Living Wage of \$13.65 that was in the County's contract. He said Grace Hartford, who had run the program in the past, would continue to do so, for a stipend of \$150 per week. He explained this agreement would allow the Township to recoup expenses.

- **New Business**

1. **Request to approve Professional Services Agreement with Tetra Tech for support related to Environmental Corrective Action Program and Future Development at Willow Run RACER Trust site not to exceed \$10,000 budgeted in line item #101.956.000.801.110 and to authorize signing of the proposal**

Supervisor Stumbo introduced Dr. Joh Kang who had been very instrumental in the Willow Run Cleanup and assisting YCUA in the area of Wastewater Management.

Attorney Winters acknowledged that Dr. Kang would be acting as a consultant on behalf of Ypsilanti Township. Mr. Winters, Dr. Kang and the members of the Board recognized this was a monumental redevelopment process, being embarked upon by the Township. Attorney Winters stated Ypsilanti Township would be redefined by the

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 WORK SESSION MINUTES  
PAGE 6**

redevelopment of this site. He said he welcomed Dr. Kang's involvement in the challenges presented, both from an environmental and re-developmental standpoint.

Dr. Joh Kang said he would represent the Township's best interest in this review process.

**2. Request of Charles Molina & Cheri Jackson for a Tavern License for Blue Wolf Grill located at 2333 Washtenaw (Liquor Committee meeting held Oct. 11, 2013)**

Trustee Stan Eldridge reported the Liquor Committee was recommending a full denial of this request to the Board.

Supervisor Stumbo stated that she and Clerk Lovejoy Roe had compiled comments from residents regarding this application, which would be included in the minutes.

**3. Request of Travis McDugald, IS Manager to approve agreement with Point & Pay to process credit card payments for BS&A Software transaction and to authorize signing of the Agreement**

Treasurer Doe reported Point & Pay had presented their program to process credit card payments that would work directly with our BS&A Software for the Building Department, dog licensing and payment of property taxes. He said a large volume of residents had requested this payment option and there would still be a fee connected with these transactions.

**4. Request of Elks, Anna G. Parker Temple #1228 for a Charitable Gaming License for event held at 1405 Ecorse Road**

No discussion

**5. Request of Mike Radzik, OCS Director for authorization to seek legal action, if necessary, to abate public nuisance for properties located at 2260 E. Michigan Avenue and 6480 Rawsonville, budgeted in line item #101.950.000.801.023**

No discussion

**6. Resolution No. 2013-28, approval of Charter Township of Ypsilanti Fire Department participation in Washtenaw County Mutual Aid Box Alarm System Division**

No discussion

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 WORK SESSION MINUTES  
PAGE 7**

- 7. Request of Eric Copeland, Fire Chief to authorize the purchase of Turnout Gear in the amount of \$17,640 funded by Federal Grant, with matching funds of \$5,667.22, budgeted in line item #206.970.000.979.001**

Supervisor Stumbo stated it was great that our departments were getting grants to help with expenditures.

- 8. Budget Amendments #14**

No discussion

- 9. Set Public Hearing date of Monday, October 28, 2013 at approximately 7:00 P.M. – Request of Interclean Equipment, Inc., located at 709 James L. Hart Parkway in Ypsilanti Township, for an Industrial Facilities Exemption Certificate**

No discussion

- OTHER BUSINESS**

**ADJOURNMENT**

The meeting adjourned at approximately 6:50 P.M.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 14, 2013 REGULAR MEETING**

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

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

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

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

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

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

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

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

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

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

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

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

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

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

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 REGULAR MEETING MINUTES  
PAGE 2**

Emails regarding the Blue Wolf Grill liquor license will be included here (see attached).

**CONSENT AGENDA**

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

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

**TRUSTEE REPORT**

No discussion.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

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

**OLD BUSINESS**

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

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

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

**NEW BUSINESS**

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

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

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 REGULAR MEETING MINUTES  
PAGE 3**

Supervisor Stumbo introduced Dr. Joh Kang who the contract would allow the township to retain for Professional Services regarding the environmental cleanup of the GM RACER site, currently in the demolition process, and then the redevelopment of the site.

She stated particular attention will be given to the issues of storm water runoff and potential groundwater contamination.

**2. REQUEST OF CHARLES MOLINA & CHERI JACKSON FOR A TAVERN LICENSE FOR BLUE WOLF GRILL LOCATED AT 2333 WASHTENAW**

**(Liquor Committee Meeting held October 11, 2013)**

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

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

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

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

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

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

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



**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 14, 2013 REGULAR MEETING MINUTES  
PAGE 4**

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

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

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

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

Discussion followed on the issue of parking.

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

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

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

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

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

Supervisor Stumbo explained the process of Due Diligence.

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

Judy Morey stated she was favorably impressed with this discussion.

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

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

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

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

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

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

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

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

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

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

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

**The motion carried unanimously.**

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

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

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

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

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

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

**8. BUDGET AMENDMENT #14**

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

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

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

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

**OTHER BUSINESS**

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

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

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

**ADJOURNMENT**

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

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

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

Zimbra

bstumbo@ytown.org

**FW: Blue Wolf Grill**

**From :** [REDACTED] g [REDACTED] f [REDACTED]

Mon, Oct 14, 2013 08:14 AM

**Subject :** FW: Blue Wolf Grill

(1)

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

**From:** Downing, James I

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

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

**Subject:** Blue Wolf Grill

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

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

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

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

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

Thank you,  
Jim

[REDACTED]

[REDACTED]

[REDACTED] ip [REDACTED] / [REDACTED] ng/

>>>>>>>

[REDACTED]

Zimbra

bstumbo@ytown.org

---

**Re: Liquor License Applicaton**

---

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

Mon, Oct 14, 2013 12:48 AM

**Subject :** Re: Liquor License Applicaton

(2)

**To :** Loretta Carbone

[REDACTED] il. [REDACTED]

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

Hello Mr. and Mrs. Carbone,

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

Sent from my iPad

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

Dear Ypsilanti Township Board,

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

Sincerely,

Jim and Lorrie Carbone

--

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

---

Zimbra

bstumbo@ytown.org

**Re: Blue Wolf Grill Liquor License**

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

Mon, Oct 14, 2013 12:43 AM

3

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

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

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

Hello Ms. Cox,

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

Sent from my iPad

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

[Redacted] l. [Redacted] :

> Dear Council Members,

>

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

>

> I believe that this restaurant is an asset to our

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

>

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

>

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

>

> Thank for your time and consideration.

>

> Kristen Cox

>

>



Zimbra

bstumbo@ytown.org

---

**Concern from Ypsi resident Cindy Hagelin**

4

**From :** [REDACTED]

Mon, Oct 14, 2013 12:08 AM

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

**To :** bstumbo@ytown.org

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

Hello,

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

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

Please consider my input when you vote on this.

Thanks so much,

Cindy Hagelin

[REDACTED]

Zimbra

bstumbo@ytown.org

---

**YTown: Blue Wolf Grille Liquor License**

5

---

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

Sun, Oct 13, 2013 11:02 PM

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

**To :** bstumbo@ytown.org

**Reply To :** jean schneider

[REDACTED] c. [REDACTED]

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

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

Zimbra

bstumbo@ytown.org

---

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

Sun, Oct 13, 2013 10:35 PM

[REDACTED] h. [REDACTED]

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

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

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

and deserve the best.  
Sincerely, Willa

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

---

Zimbra

bstumbo@ytown.org

---

**YTown: Blue Wolf Grille Liquor License**

7

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

Sun, Oct 13, 2013 10:22 PM

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

**To :** bstumbo@ytown.org

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

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

Hello,

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

Sincerely,  
Martha Guest  
[REDACTED] [REDACTED]t

Zimbra

bstumbo@ytown.org

---

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

Sun, Oct 13, 2013 09:19 PM

[REDACTED]@il.

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

Ms. Stumbo and Board Members -

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

Sincerely,  
Martha Cawetzka

---

Zimbra

bstumbo@ytown.org

---

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

Sun, Oct 13, 2013 05:00 PM

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

Hi, Brenda-

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

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

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

Thanks for listening.

-Val

---

Zimbra

bstumbo@ytown.org

Blue Wolf Grill

10

**From :** Alex Jennings  
[REDACTED]

Sun, Oct 13, 2013 12:21 AM

**Sender :** bexhet okay  
[REDACTED]

**Subject :** Blue Wolf Grill

**To :** bstumbo@ytown.org

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

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

Thank you for your time.

Sincerely,  
Alex Jennings  
Ypsilanti township native



Zimbra

bstumbo@ytown.org

Blue Wolf Grill - liquor license

11

From : Daryl Graus

Sat, Oct 12, 2013 05:02 PM

[Redacted]@nip.[Redacted]

Subject : Blue Wolf Grill - liquor license

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

Ypsilanti Township Board of Trustees;

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

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

Thank you for your time and consideration,

Sincerely yours,

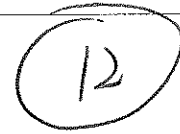
Daryl Graus

[Redacted signature block]

Zimbra

bstumbo@ytown.org

---

**Blue Wolf Grill**

---

**From :** [REDACTED]

Sat, Oct 12, 2013 02:42 PM

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

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

David Young

Sent from my iPhone

Zimbra

bstumbo@ytown.org

---

**Support for Blue Wolf Grill**

13

**From :** David Gilligan

Sat, Oct 12, 2013 12:32 PM

[REDACTED] k. [REDACTED]

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

To Ypsilanti Township Board Members,

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

Thanks for your time,

- David H.



*Handwritten signature*

Judith Morey [redacted]

**(no subject)**

1 message

Judith Morey [redacted]

Sun, Oct 13, 2013 at 11:05 AM

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

14

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

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

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

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

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

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

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

SERVICE CONTRACT - FEDERAL FUNDED

CR \_\_\_\_\_

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

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

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

ARTICLE III - REPORTING OF CONTRACTOR

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

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

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

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

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

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

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

#### ARTICLE IV - TERM

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

#### ARTICLE V - PERSONNEL

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

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

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

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

#### ARTICLE VI - INDEMNIFICATION AGREEMENT

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

#### ARTICLE VII - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

#### ARTICLE X - CONTINGENT FEES

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

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

#### ARTICLE XI – DEBARMENT AND SUSPENSION

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

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

#### ARTICLE XII – LOBBYING

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

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

#### ARTICLE XIII - DRUG-FREE WORKPLACE

##### Grantees Other Than Individuals



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

#### Grantees Who Are Individuals

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

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

#### ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

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

#### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

#### ARTICLE XVI - LIVING WAGE

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

#### ARTICLE XVII - EQUAL ACCESS

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

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

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

#### ARTICLE XIX - ASSIGNS AND SUCCESSORS

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

#### ARTICLE XX - TERMINATION OF CONTRACT

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

#### ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII- PRACTICE AND ETHICS

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

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

ARTICLE XXV - EXTENT OF CONTRACT

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

ATTESTED TO: WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT: CHARTER TOWNSHIP OF YPSILANTI

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

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

APPROVED AS TO FORM:

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

*Karen Lowefly Roe*  
\_\_\_\_\_  
Karen Lowefly Roe  
Clerk

**Attachment A:  
Scope of Services**

**Congregate Meals Program**

**I. Participants**

**Eligibility Criteria**

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

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

**Participant Registration and Recordkeeping**

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

**Participant Donations**

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

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

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

**Referrals**

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

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

**Participant Complaints**

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

## **Postings**

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

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

## **II. Facilities and Safety**

### **Accessible site**

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

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

Sites are responsible for

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

### **Fire safety standards**

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

### **Michigan Food Code**

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

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

### **Site Closure**

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

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

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

### **Emergency Preparedness**

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

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

## **III. Staffing**

### **Staff**

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

### **Volunteers**

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

### **In-service Training**

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

#### **IV. Meals**

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

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

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

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

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

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

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

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

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

##### **Nutrition Education**

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

**FY 2013-2014 PROPOSED PROGRAM BUDGET**

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

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

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

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



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

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

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



**SUBCONTRACTING REQUEST FOR APPROVAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

10/14/13  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**TETRA TECH**

October 8, 2013

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

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

Dear Ms. Stumbo:

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

#### **BACKGROUND**

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

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

#### **SCOPE OF WORK**

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

Tetra Tech will review the following documents:

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



## TETRA TECH

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

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

### KEY PERSONNEL

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

### SCHEDULE

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

### COMPENSATION

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



TETRA TECH

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

Sincerely,

*S. Joh Kang*

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

*Michael Kovacich*

Michael S. Kovacich, CPG  
Principal Hydrogeologist

Encl.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation - as required by applicable state statute

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TETRA TECH, INC.**

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



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



**TETRA TECH, INC.**

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



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

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

**Parties:**

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

Charter Township of Ypsilanti, MI ("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

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

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

**1.2 Client Representatives**

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

**1.3 Payment Device Transactions**

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

**1.4 Service Promotion**

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

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

**1.5 Trademark License**

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

**1.6 Client Logo License**

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

### 3.4 Confidential Information

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

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

### 3.5 Exclusions

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

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

### 3.6 Failure to Comply

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

### 3.7 Survival

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

## SECTION 4 WARRANTIES; DISCLAIMER

### 4.1 Warranties

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

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

### 4.2 Disclaimers

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

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

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

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

**SECTION 10 FORCE MAJEURE**

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

**SECTION 11 GOVERNING LAW**

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

**SECTION 12 NOTICES**

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

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

**SECTION 13 MISCELLANEOUS**

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

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

Point and Pay LLC

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

Charter Township of Ypsilanti, MI

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

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2013-28

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

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

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

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

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

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

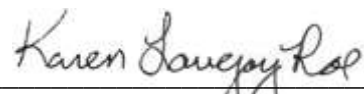
**WHEREAS**, as a result of entering into an interlocal agreement to further improve Fire Services, the Parties are creating the WASHTENAW COUNTY MABAS Division; and

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 14, 2013.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<i>Hand Checks</i>					
Bank AP AP					
10/08/2013	AP	162961	13014	ABAS AHMED	14.00
10/08/2013	AP	162962	B. BODO	BARBARA BODO	14.00
10/08/2013	AP	162963	C. MCKINNE	CAITLYN MCKINNEY	14.00
10/08/2013	AP	162964	C. JACKSON	CATHERINE JACKSON	14.00
10/08/2013	AP	162965	C. DRAYER	CHRISTINE DRAYER	14.00
10/08/2013	AP	162966	D. WILLIAM	DOROTHY WILLIAMS	14.00
10/08/2013	AP	162967	J. ALLEN	J. ALLEN	14.00
10/08/2013	AP	162968	J. WOULDSTR	JAIMIE WOULDSTRA	14.00
10/08/2013	AP	162969	J. KLAPATC	JENNIFER KLAPATCH	14.00
10/08/2013	AP	162970	J. OLIVER	JENNIFER OLIVER	14.00
10/08/2013	AP	162971	J. MORSE	JEREMY MORSE	14.00
10/08/2013	AP	162972	J. CLAXTON	JILL CLAXTON	14.00
10/08/2013	AP	162973	J. SCERBAK	JOANN SCERBAK-HALL	14.00
10/08/2013	AP	162974	J. SWAIN	JOANNE SWAIN	14.00
10/08/2013	AP	162975	J. DUPUY	JOHN DUPUY	14.00
10/08/2013	AP	162976	J. WALTZ	JONATHAN WALTZ	14.00
10/08/2013	AP	162977	J. PECK	JOSHUA PECK	14.00
10/08/2013	AP	162978	J. DUNN	JUSTIN DUNN	14.00
10/08/2013	AP	162979	13086	KELLY GREEN	14.00
10/08/2013	AP	162980	L. VANDENB	LAURENCE VANDENBERGEN	14.00
10/08/2013	AP	162981	L. HOELTER	LYNETTE HOELTER	14.00
10/08/2013	AP	162982	M. MOHAMME	MOHAMMED MOHAMMED	14.00
10/08/2013	AP	162983	N. CISZEWS	NICOLE CISZEWSKI	14.00
10/08/2013	AP	162984	O. OGUNDAI	OLUBUSOLA OGUNDAISI	14.00
10/08/2013	AP	162985	P. FENSCH	PATRICIA FENSCH	14.00
10/08/2013	AP	162986	P. GUTHRIE	PAULA GUTHRIE	14.00
10/08/2013	AP	162987	R. GRAHAM	ROBERT GRAHAM	14.00
10/08/2013	AP	162988	R. YARGEAU	RYAN YARGEAU	14.00
10/08/2013	AP	162989	S. DONALD	SONYA DONALD	14.00
10/08/2013	AP	162990	T. FAITH	TABITHA FAITH	14.00
10/08/2013	AP	162991	T JOHNSON	TREENA JOHNSON	14.00
10/08/2013	AP	162992	V. RICHARD	VICKI RICHARDSON-TRAYLOR	14.00
10/08/2013	AP	162993	V. LAZAROV	VIKTORIYA LAZAROVA	14.00
10/08/2013	AP	162994	V. CINQUEG	VINCENT CINQUEGRANI	14.00
10/16/2013	AP	162995	6821	AT & T	1,489.15
10/16/2013	AP	162996	0363	COMCAST CABLE	134.85
10/16/2013	AP	162997	0363	COMCAST CABLE	84.90
10/16/2013	AP	162998	0363	COMCAST CABLE	84.85
10/16/2013	AP	162999	0363	COMCAST CABLE	94.85
10/16/2013	AP	163000	0363	COMCAST CABLE	90.25
10/16/2013	AP	163001	0363	COMCAST CABLE	241.60
10/16/2013	AP	163002	0363	COMCAST CABLE	219.85
10/16/2013	AP	163003	PAETEC	PAETEC	13.68
10/16/2013	AP	163004	1475	VERIZON WIRELESS	1,414.12
10/16/2013	AP	163005	1475	VERIZON WIRELESS	70.71
10/16/2013	AP	163006	1475	VERIZON WIRELESS	1,095.65
10/16/2013	AP	163007	15934	WASTE MANAGEMENT	40.00
10/16/2013	AP	163008	15934	WASTE MANAGEMENT	1,308.07
10/16/2013	AP	163009	15934	WASTE MANAGEMENT	4,233.00
10/16/2013	AP	163010	15934	WASTE MANAGEMENT	785.28
10/16/2013	AP	163011	15934	WASTE MANAGEMENT	210.41
10/16/2013	AP	163012	WASTEMGT	WASTE MANAGEMENT	112,441.41
10/16/2013	AP	163013	6039	WASTE MANAGEMENT*	913.87
10/16/2013	AP	163014	6039	WASTE MANAGEMENT*	27,192.32
10/16/2013	AP	163015	6039	WASTE MANAGEMENT*	27,373.69
10/16/2013	AP	163016	0480	YPSILANTI COMMUNITY	630.51
10/18/2013	AP	163017	DORE	DORE & ASSOCIATES	333,105.75

AP TOTALS:

Total of 57 Checks:	513,744.77
Less 0 Void Checks:	0.00
Total of 57 Disbursements:	<u>513,744.77</u>

*Accounts Payable Checks - 597,393.64*

*Hand Checks - 513,744.77*

---

*Grand total - 1,111,138.41*

User: mharris

CHECK NUMBERS 163018 - 163143

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
10/21/2013	AP	163018	2937	A & R TOTAL CONSTRUCTION, INC.	164.81
10/21/2013	AP	163019	0001	A.F. SMITH ELECTRIC	5,660.00
10/21/2013	AP	163020	15493	ADAM KURTINAITIS	960.00
10/21/2013	AP	163021	0049	ALL SEASONS LANDSCAPING CO.	455.78
10/21/2013	AP	163022	15088	ALL YEAR TREE SERVICE	225.00
10/21/2013	AP	163023	16468	ALLEN GARDETTE	84.00
10/21/2013	AP	163024	0560	ALLGRAPHICS CORPORATION	2,342.70
10/21/2013	AP	163025	0017	ANN ARBOR CLEANING SUPPLY	250.84
10/21/2013	AP	163026	1464	ANN ARBOR TRANSPORTATION AUTH.	76,581.99
10/21/2013	AP	163027	6817	APEX SOFTWARE	1,670.00
10/21/2013	AP	163028	0433	ART SERAFINSKI	309.05
10/21/2013	AP	163029	0215	AUTO VALUE YPSILANTI	96.26
10/21/2013	AP	163030	0071	BRENDA STUMBO	84.75
10/21/2013	AP	163031	8274	BUDGET TOWING	100.00
10/21/2013	AP	163032	16315	CAMTRONICS COMMUNICATIONS CO.	596.69
10/21/2013	AP	163033	CEDRONI	CEDRONI ASSOCIATES, INC.	83,981.94
10/21/2013	AP	163034	C. BRYANT	CHASE BRYANT	18.00
10/21/2013	AP	163035	C. KOCH	CHRISTOPHER KOCH	48.00
10/21/2013	AP	163036	2276	CINCINNATI TIME SYSTEMS	764.00
10/21/2013	AP	163037	15480	CITY OF ANN ARBOR TREASURER	110.00
10/21/2013	AP	163038	15452	COLD CUT KRUISE	120.20
10/21/2013	AP	163039	0102	COLMAN-WOLF SANITARY SUPPLY CO	332.60
10/21/2013	AP	163040	0390	COMMERCIAL BUILDING MATERIALS	209.15
10/21/2013	AP	163041	0582	CONGDON'S	177.12
10/21/2013	AP	163042	16157	COOPER WEST	53.00
10/21/2013	AP	163043	C. MELCHER	COREY MELCHER	25.00
10/21/2013	AP	163044	0105	CRAWFORD DOOR SALES	140.00
10/21/2013	AP	163045	0588	CUMMINS BRIDGEWAY, LLC	83.22
10/21/2013	AP	163046	5567	CURRENT ELECTRIC	447.00
10/21/2013	AP	163047	D. GOLDEN	DEBRA GOLDEN	175.00
10/21/2013	AP	163048	0115	DELUX RENTAL	50.00
10/21/2013	AP	163049	6944	DES MOINES STAMP MFG. CO.	84.55
10/21/2013	AP	163050	DRC	DISPUTE RESOLUTION CENTER	1,250.00
10/21/2013	AP	163051	0521	DSS CORPORATION	209.00
10/21/2013	AP	163052	15987	EDGAR RAINEY	48.00
10/21/2013	AP	163053	6951	EMERGENCY VEHICLES PLUS	624.94
10/21/2013	AP	163054	2898	EMERGENT HEALTH PARTNERS	5,556.94
10/21/2013	AP	163055	E. GRAY	EZEKIEL GRAY	58.00
10/21/2013	AP	163056	1200	FEDERAL EXPRESS CORPORATION	67.72
10/21/2013	AP	163057	FIRESTONE	FIRESTONE COMPLETE AUTO CARE	296.88
10/21/2013	AP	163058	15796	FIRST DUE FIRE SUPPLY	23,307.22
10/21/2013	AP	163059	15962	GLORIA MAYER	26.00
10/21/2013	AP	163060	1233	GORDON FOOD SERVICE INC.	39.99
10/21/2013	AP	163061	0107	GRAINGER	389.34
10/21/2013	AP	163062	G. MAYER	GRANT MAYER	16.00
10/21/2013	AP	163063	3391	GRAYBAR	51.69
10/21/2013	AP	163064	6414	GRIFFIN PEST SOLUTIONS	90.00
10/21/2013	AP	163065	15884	HEPPNER LANDSCAPE SERVICES	282.00
10/21/2013	AP	163066	15884	HEPPNER LANDSCAPE SERVICES	2,698.00
10/21/2013	AP	163067	15884	HEPPNER LANDSCAPE SERVICES	1,324.00
10/21/2013	AP	163068	15884	HEPPNER LANDSCAPE SERVICES	85.00
10/21/2013	AP	163069	15884	HEPPNER LANDSCAPE SERVICES	884.00
10/21/2013	AP	163070	6547	HERITAGE NEWSPAPERS	107.55
10/21/2013	AP	163071	2831	HERKIMER RADIO SERVICE	371.50
10/21/2013	AP	163072	0503	HOME DEPOT	543.27
10/21/2013	AP	163073	6147	HP DIRECT	1,617.00
10/21/2013	AP	163074	15496	J.F. MOORE & ASSOCIATES, LLC	16.00
10/21/2013	AP	163075	16156	JAMES ROSEMAN	13.00
10/21/2013	AP	163076	J. ETCHISO	JAVIN ETCHISON	108.00
10/21/2013	AP	163077	VARNER	JOEL VARNER	18.00
10/21/2013	AP	163078	4467	JOHN DEERE LANDSCAPES	498.28
10/21/2013	AP	163079	5415	JP LANN GOLF	217.15
10/21/2013	AP	163080	15860	JULIA MAYER	33.00
10/21/2013	AP	163081	0391	KONICA MINOLTA - ALBIN	160.00
10/21/2013	AP	163082	6467	LOWES	55.93
10/21/2013	AP	163083	11330	LSL PLANNING INC	715.00
10/21/2013	AP	163084	15855	MADELINE GOODSON	13.00
10/21/2013	AP	163085	MANPOWER	MANPOWER	1,559.25
10/21/2013	AP	163086	0158	MARK HAMILTON	1,500.00
10/21/2013	AP	163087	15195	MARK NELSON	87.35
10/21/2013	AP	163088	0253	MCLAIN AND WINTERS	92,947.07
10/21/2013	AP	163089	M. SYER	MEGAN SYER	27.00
10/21/2013	AP	163090	SEMEYN.	MICHAEL SEMEYN	16.00
10/21/2013	AP	163091	16165	MICHIGAN ABILITY PARTNERS	768.80
10/21/2013	AP	163092	16461	MICHIGAN LINEN SERVICE, INC.	1,441.12
10/21/2013	AP	163093	SEMEYN	MITCHEL SEMEYN	16.00
10/21/2013	AP	163094	16407	MLIVE MEDIA GROUP	340.00
10/21/2013	AP	163095	6101	NATIONAL FIRE PROTECTION ASSOC	251.95

User: mharris

CHECK NUMBERS 163018 - 163143

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/21/2013	AP	163096	16420	NICHOLAS BLASZCZYK	93.00
10/21/2013	AP	163097	2095	OBRYANS LOCK & KEY	840.00
10/21/2013	AP	163098	1937	OFFICE DEPOT	420.00
10/21/2013	AP	163099	2997	OFFICE EXPRESS	400.25
10/21/2013	AP	163100	6893	OFFICE MAX* #434705	175.96
10/21/2013	AP	163101	0309	ORCHARD, HILTZ & MCCLIMENT INC	353.75
10/21/2013	AP	163102	16486	PAETEC	463.56
10/21/2013	AP	163103	0501	PARK ATHLETIC SUPPLY	192.00
10/21/2013	AP	163104	PERRY & CO	PERRY & CO. LLC	2,956.39
10/21/2013	AP	163105	P. POWER	PETER POWER	1,680.00
10/21/2013	AP	163106	0327	PINTER'S FLOWERLAND, INC.	32.00
10/21/2013	AP	163107	PREFERRED	PREFERRED TONER SOLUTIONS	364.85
10/21/2013	AP	163108	P. HATFIELD	PRESTON HATFIELD	58.00
10/21/2013	AP	163109	0722	PRINTING SYSTEMS	574.92
10/21/2013	AP	163110	PSI	PSI, INC	60.00
10/21/2013	AP	163111	6045	Q.P.S PRINTING	1,115.96
10/21/2013	AP	163112	15386	Ricoh USA, Inc.	1,065.35
10/21/2013	AP	163113	6308	RKA PETROLEUM	9,915.76
10/21/2013	AP	163114	RQC	ROBB'S QUALITY CONCRETE	4,450.00
10/21/2013	AP	163115	0634	SAM'S CLUB DIRECT	166.26
10/21/2013	AP	163116	11274	SENSAPHONE	90.61
10/21/2013	AP	163117	S. WILSON	SOUNDRA WILSON	80.00
10/21/2013	AP	163118	15751	SOUTHERN COMPUTER WAREHOUSE	421.86
10/21/2013	AP	163119	1507	SPARTAN DISTRIBUTORS	750.88
10/21/2013	AP	163120	S. GRAY	STEVE GRAY	28.00
10/21/2013	AP	163121	0449	SYSCO FOOD SERVICES OF DETROIT	792.94
10/21/2013	AP	163122	1227	TARGET INFORMATION	173.98
10/21/2013	AP	163123	6974	TERRY CONDIT	108.00
10/21/2013	AP	163124	5381	THOMAS NEAL YANKEY	13.00
10/21/2013	AP	163125	3011	THOMSON REUTERS - WEST PAYMENT CTR	561.97
10/21/2013	AP	163126	15941	TODD BARBER	4,300.00
10/21/2013	AP	163127	5444	TRAVIS MCDUGALD	282.50
10/21/2013	AP	163128	15175	ULLIANCE	1,685.00
10/21/2013	AP	163129	6523	UNIQUE 1 SERVICE	875.00
10/21/2013	AP	163130	3082	UNIVERSITY TRANSLATORS	1,487.50
10/21/2013	AP	163131	2859	USA MOBILITY WIRELESS, INC	500.61
10/21/2013	AP	163132	15792	V & J CEMENT	3,010.00
10/21/2013	AP	163133	6647	VERMEER OF MICHIGAN, INC.	1,893.74
10/21/2013	AP	163134	V. GALLATI	VICTORIA GALLATIN	67.00
10/21/2013	AP	163135	6627	VICTORY LANE	50.98
10/21/2013	AP	163136	0163	WASHTENAW COUNTY ROAD	187,103.30
10/21/2013	AP	163137	0444	WASHTENAW COUNTY TREASURER#	37,029.50
10/21/2013	AP	163138	15421	WEX BANK	2,396.93
10/21/2013	AP	163139	4263	WOLVERINE FREIGHTLINER	906.04
10/21/2013	AP	163140	0480	YPSILANTI COMMUNITY	5,694.92
10/21/2013	AP	163141	0480	YPSILANTI COMMUNITY	4,242.24
10/21/2013	AP	163142	0494	ZEE MEDICAL SERVICE COMPANY	115.88
10/21/2013	AP	163143	0729	ZEP MANUFACTURING COMPANY	206.66

## AP TOTALS:

Total of 126 Checks:

597,393.64

Less 0 Void Checks:

0.00

Total of 126 Disbursements:

597,393.64



OFFICE OF THE TREASURER  
LARRY J. DOE



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

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,487,996.14	886,516.89	1,061,607.04	4,312,905.99
101 - Payroll	155,677.26	739,073.41	767,171.12	127,579.55
101 - Willow Run Escrow	141,667.56	29.11	0.00	141,696.67
206 - Fire Department	2,136,174.25	689.82	192,574.77	1,944,289.30
208 - Parks Fund	16,773.80	0.33	1,388.11	15,386.02
212 - Roads/Bike Path/Rec/General Fund	1,491,318.95	25,816.59	12,597.93	1,504,537.61
225 - Environmental Clean-up	444,172.32	10.23	0.00	444,182.55
226 - Environmental Services	3,010,565.78	1,100.15	203,317.84	2,808,348.09
230 - Recreation	307,534.38	32,764.31	57,338.12	282,960.57
236 - 14-B District Court	69,657.68	100,631.53	58,039.55	112,249.66
244 - Economic Development	67,155.68	1.55	0.00	67,157.23
248 - Rental Inspections	99,797.16	12,952.49	4,668.29	108,081.36
249 - Building Department Fund	406,931.00	32,421.38	23,920.30	415,432.08
250 - LDFA Tax	305.08	0.01	0.00	305.09
252 - Hydro Station Fund	812,020.30	52,093.75	19,310.59	844,803.46
266 - Law Enforcement Fund	4,019,616.06	79.87	553,418.58	3,466,277.35
280 - State Grants	18,377.25	0.42	0.00	18,377.67
301 - General Obligation	211,612.98	27.63	0.00	211,640.61
396 - Series "A" Bond Payments	6,839.76	0.16	0.00	6,839.92
397 - Series "B" Cap. Cost of Funds	38,045.11	0.88	0.00	38,045.99
398 - LDFA 2006 Bonds	119,221.11	2.74	0.00	119,223.85
498 - Capital Improvement 2006 Bond Fund	335,664.23	68.97	0.00	335,733.20
584 - Green Oaks Golf Course	267,491.65	88,826.14	50,816.02	305,501.77
590 - Compost Site	1,373,455.19	19,708.88	17,634.44	1,375,529.63
595 - Motor Pool	361,435.76	7.70	17,036.82	344,406.64
701 - General Tax Collection	45,234.03	6,697.07	16,111.98	35,819.12
703 - Current Tax Collections	3,272,326.64	24,556,917.22	26,429,663.35	1,399,580.51
707 - Bonds & Escrow/GreenTop	817,781.88	5,744.31	2,797.75	820,728.44
708 - Fire Withholding Bonds	46,039.16	8.32	0.00	46,047.48
893 - Nuisance Abatement Fund	60,132.15	2,992.12	7,387.62	55,736.65
ABN AMRO Series "B" Debt Red. Cap.Int.	25,657.68	0.00	0.00	25,657.68
Comerica Series B Bond	0.00	0.00	0.00	0.00
<b>GRAND TOTAL</b>	<b>24,666,677.98</b>	<b>26,565,183.98</b>	<b>29,496,800.22</b>	<b>21,735,061.74</b>

## 2014 LIST OF CONTRACTUAL VENDORS ANNUAL LIST OF CONTRACTS AND RENEWALS

VENDOR/FIRM	DESCRIPTION
360 Service	Printing & mailing assessment notices & Pers.Prop.
AATA	
Adobe	Creative Cloud Subscription
Air Source One	Breathing Air Compressor Maintenance
All Around Services	Noxious Weeds/Mowing
Alternative Computer Technology, Inc.	Sophos Computer Security Softward
Ann Arbor Audio	Board Room Sound System
Ann Arbor SPARK Dues	
Ann Arbor SPARK East Dues	
APEX	Assessing Drawing Software
Apollo Fire Equipment	
ASAP	DOT Random Screens
ASC	
ASCAP	Phone Music
AT&T	Voice/Data Communication Services
Barr Engineering	Hydro Station
B & C Painting	Paint and Graffiti Removal
Blue Cross/Blue Shield of Michigan	Employee Health Care
Bresser's	
BS&A	Government Software Apps
Butzel & Long	
Camtronics	Security Cameras/Video
Carter & Burgess	Structural Engineer
CDWG	Symantec Server Files Backup Software, McAfee Desktop Virus Scan Software, Juniper Networks & Sonicwall
Centron Data Services	Printing & mailing assessment notices & Pers.Prop.
Choice Strategies	Employee Medical/Dependent Reimbursement – Benny Card
Cincinnati Time	Time Clocks
Clear Rate Communications	Telephone Service
Code42	Online Backup Services
Comcast	Internet Services
Conference of Western Wayne Firefighter Testing Program	Firefighter Testing Program
Controlled Power	U.P.S. (Uninterruptible Power Supply) Maintenance, Fire Dept.
Creative Solutions	Chris Olson – fixed asset software
CTC Technologies	SilverPeak WAN Accelerators
D & B Power Associates, Inc.	UPS Maintenance
Delta Dental	Employee Dental Services
DTE Energy	Generator Maintenance
D J Conneley	Boiler Maintenance
Doan Construction	Sidewalk Repair Contractor and Engineer
ESRI	GIS Software Maintenance
Election Systems & Software (ES&S)	Tabulator and AutoMark Maintenance Contract
Fire Findings	
ForeUp	Golf Course Management Systems
Gabriel Roeder Smith & Company	Actuary Company
Garan Lucow	
GCSI	Lobbist Firm
Godaddy.com	Web Server SSL Certs
Google	Google Apps
Governmental Business Systems	Election Equipment & Supplies
Governor Computer	Printer Repairs
Guardian Alarm	Security Alarm & Door Access System
Hastings Air Energy Control	Plymovent System Preventive Maintenance, Fire Dept.
Heppner Landscaping	Ordinance Mowing
Honeywell	Alarm & HVAC – RSD
Hootsuite	Social Media Manager Services
Huron River Watershed Council Dues	
Int. Assoc. of Arson Invest	
Intern. Fire Chief's Assoc.	
Konica-Albin	Copier Maintenance
Langworthy, Strader & LeBlanc	

Lincode  
MAP (Michigan Ability Partners)  
Maps by Wagner  
Marketplace Solutions of Ohio, Inc.  
Margolis Nursery  
Marwil & Associates  
MASA  
McLain & Winters  
Meals on Wheels  
Medtronic/Physio-Control  
Merit.edu  
Michigan Assessor Association  
MI Association of Fire Chiefs  
MiGMIS  
Michigan Association of Planning (MAP)  
Michigan Fire Inspector's Society  
Michigan Fireman's Association  
Michigan Municipal League  
(MRPA)Michigan Recreation & Park Assoc.  
Michigan Township Association Dues  
Microsoft  
Micro Source, Inc.  
Midwest Health Center  
National Fire Protection Association  
Niswander LLC  
OHM Engineering  
Parkway Services  
Parson's Brinkerhoff  
Pitney Bowes  
PSLZ  
Printing Systems  
Professional Tree Service  
QPS Printing  
Ricoh  
Redhat  
SEMCOG  
SE Michigan Fire Chief's Assoc  
Senior Nutrition Lease  
Spears Fire & Safety  
Spicer Group  
Standard Insurance  
Stanley Security  
State of Michigan  
Stormwater Management Services, LLC  
TDS  
Tetra Tech  
Thomson Reuters  
Total Fitness  
TRV (State of Michigan Dept of Corr)  
Ulliance  
USA Mobility  
Verizon  
Vermont Systems  
V & J Cement Contractors  
VMWare  
Washtenaw Area Transportation Study Dues  
Washtenaw County Mutual Aid  
Washtenaw County Road Commission  
Washtenaw County Treasurer  
Washtenaw Urgent Care  
Waste Management  
Western Wayne County Mutual Aid  
Windstream  
YCUA  
Ypsilanti Area Chamber of Commerce  
Zee Medical  
Zoho Corp

Township Web Host  
Roadside Cleanup  
Police/Fire/Elections/Residential Services Maps  
  
Trees and Landscaping  
Health Care Agent  
Softball purchase for adult programs at Rec. Dept.  
Township Attorneys  
  
Zimbra Maintenance  
Dues for Assessor Office  
  
Michigan Governmental IT Professionals  
C.E.D. training, reference etc.  
  
Insurance  
Per Art S.  
Clerk's Office  
Microsoft Licensing  
Veeam online replication software  
Pre-employment Drug Screen/DOT Screens  
  
Port-A-John Rental  
  
Postage Machine  
Auditors/David Williamson CPA  
Election Supplies  
Tree Removal  
  
Printer Services  
RHEL Update Subscription  
  
Per Art  
Fire Extinguisher Inspections/Maintenance  
Engineers/Surveyors/Planners  
Life/Disability Insurance  
Alarm System Program  
MiDeal  
  
Internet Service Provider  
Environmental Services  
Fixed Assets Software  
  
Employee Assistance Program (EPA)  
Pagers  
Mobile Phones  
RecTrac Software Support  
Concrete and Manhole Renovation  
Server Virtualization Software  
  
Purchase of Salt & Grading  
Sheriff Services  
Pre-employment Drug Screen/DOT Screens  
Trash Haulers  
  
Telephone Service  
Lift Stations, Vehicle and Equipment Repair  
  
First Aid Supplies  
Network Monitoring/Request Racking Systems

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2013-31**

**DESIGNATION OF DEPOSITORIES  
FOR 2014**

**NOW THEREFORE, BE IT RESOLVED** that First Merit Commercial and Savings Bank, Bank of America, Bank of Ann Arbor-Ypsilanti Office, Bank One-Michigan, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank and Key Bank, and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2014 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2013-32**

**DESIGNATION OF NEWSPAPER OF CIRCULATION**

**NOW THEREFORE, BE IT RESOLVED** that the Ypsilanti Courier and AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2014 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2013-33**

**ADOPTION OF ROBERT'S RULES OF ORDER**

**NOW THEREFORE, BE IT RESOLVED** that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2014 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI  
Resolution No. 2013-34**

**ADOPTION OF REGULAR BOARD MEETING DATES  
FOR THE 2014 CALENDAR YEAR**

**NOW THEREFORE, BE IT RESOLVED** that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2014 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI  
BOARD OF TRUSTEES**

**SCHEDULE OF MEETINGS FOR 2014**

Work Session  
5:00 p.m.  
Civic Center Board Room

Regular Meeting  
7:00 p.m.  
Civic Center Board Room

**In 2014, the Township Board will meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month in February, March, April, October, November and December and on the 3<sup>rd</sup> Monday of each month in January, May, June, July, August and September**

Tuesday, January 21, 2014

Tuesday, February 4, 2014  
Tuesday, February 18, 2014

Tuesday, March 4, 2014  
Tuesday, March 18, 2014

Tuesday, April 1, 2014  
Tuesday, April 15, 2014

Tuesday, May 20, 2014

Tuesday, June 17, 2014

Tuesday, July 15, 2014

Tuesday, August 19, 2014

Tuesday, September 16, 2014

Tuesday, October 7, 2014  
Tuesday, October 21, 2014

Tuesday, November 4, 2014  
Tuesday, November 18, 2014

Tuesday, December 2, 2014  
Tuesday, December 16, 2014

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.



# SUPERVISOR REPORT

---

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

## **CLERK REPORT**

**OCTOBER 28, 2013**

Submitted by Karen Lovejoy Roe, Clerk

- **River-Up! Ford Heritage Trail District Meeting** - Art Serafinski, Recreation Director, Jeff Allen, Residential Services Director, Treasurer Larry Doe and Clerk Karen Lovejoy Roe attended a River Up! Ford Heritage Trail District Meeting on Wednesday October 2, 2013. SMITHGROUP JJR, planners for the Heritage Trail District presented a map and plan of the proposed Master Plan for the Ford Heritage Trail. This is an exciting effort to improve the Huron River for recreation and to bring economic development to the areas surrounding the Huron River. Many groups are involved in this project including the UAW, RiverUp!, Huron River Water Trail, Huron River Watershed Council, City of Ypsilanti, Ypsilanti Township, Motor Cities, Ann Arbor Ypsilanti Visitors and Convention Bureau, Washtenaw County Parks and Recreation, along with others. The part of the trail and river that the plan will cover is from Rawsonville Rd. to north of Holmes Road, passing through both Ypsilanti Township and the City of Ypsilanti.
- **Reconsider- Financial Leadership Group** - Supervisor Stumbo and Clerk Karen Lovejoy Roe met with Angela Barbash and other staff from RECONSIDER. RECONSIDER is a financial group that assists and provides educational opportunities for financial growth through supporting the local economy. The focus is on promoting a new economy where finances are focused and developed to support jobs at the local level by investing in locally own, run and operated businesses and financial instruments. RECONSIDER would like Ypsilanti Township to partner with their organization to work with Ypsilanti Township residents and organizations to develop the township's economy. RECONSIDER proposes to bring another economic development tool to our community and to make these services available for local residents, organizations to partner with to encourage business growth in the township. RECONSIDER will bring a proposal to the township requesting support for working with our businesses and residents.
- **Washtenaw County Health Organization** - Clerk Lovejoy Roe attended a countywide presentation regarding mental health issues in Washtenaw County and throughout the state of Michigan. The information presented included services available in Washtenaw County and the need to disperse the information in the Ypsilanti area.
- **Future Election Precinct Location Site Visits** - On Monday, October 14, 2013 the Election Committee met and approved a Resolution to relocate Election Precincts 13, 15, 18, and 19 and divide Election Precinct 20. Precinct 20 (Community Freewill Baptist Church, 6945 McKean Rd.) had portions divided into Precinct 13 (Bethesda Bible Church, 1800 S. Huron) and Precinct 19 (Ypsilanti District Library, 5577 Whittaker Rd.). Precinct 20 was approaching the legal limit for the number of voters, requiring the division. The Resolution also relocated Precincts 13 and 15 (Bethesda Bible Church) and Precinct 19 (Ypsilanti District Library) to a new location: Girl Scout Building, located on James L. Hart at the former Prestige Car Dealership. The Resolution also relocated Precinct 18 (Southside Baptist Church) to Pineview Church on Textile Rd. The changes in voting precincts were done to meet state election laws

and to provide safer voting sites for the voters. Clerk Lovejoy Roe and Deputy Clerk Nancy Wrybkowski explored and visited several options for possible precinct locations. The Clerk and Deputy Clerk met with staff to discuss options regarding the division of precincts and the relocation of precincts. The review was ongoing and resulted in the Clerk's staff making a recommendation to the Election Committee for a final decision. The Clerk's staff is currently preparing to send all the voters impacted by the change, new voter cards and a letter explaining the changes for polling locations.

- **100 Resilient Cities Challenge Grant** - Upon the recommendation of Stephen Wade, Office of Community and Economic Development with Washtenaw County, Clerk Lovejoy Roe applied for a preliminary review for the 100 Resilient Cities Challenge Grant through the Rockefeller Foundation. The Township was granted approval to apply for the grant. On Tuesday, September 10, 2013 a meeting was held at the Civic Center and attended by many stakeholders from County Government, West Willow, University of Michigan and Ypsilanti Township. Joe Lawson, Office of Community Standards, Supervisor Stumbo and Clerk Lovejoy Roe attended to begin planning for the grant application. Clerk Lovejoy Roe and Stephen Wade together with representatives from Habitat and the University of Michigan and others have been working on ideas for the grant. On Monday, October 7, 2013 the group met again to finalize plans for the application. Joe Lawson, Planning and Zoning Director is assisting in the grant application also. The application deadline was Friday, October 11, 2013 and the grant was submitted. The grant awards will be announced in December, 2013.
- **Washtenaw County Clerks Association Meeting** - On Wednesday, September 25, 2013 Clerk Lovejoy Roe and Deputy Clerk Wrybkowski attended the Washtenaw County Clerks Association meeting in Lodi Township. Joseph Chin Jr., Director of State of Michigan Strategic Initiatives and Records Management Services, made a presentation on Email and Record Destruction/Retention legal requirements. New County Clerk Association Officers were elected at the meeting.
- **Bill McFarlane, Supervisor Superior Township Retirement Luncheon** - On Friday, September 27, 2013 Supervisor Stumbo and Clerk Lovejoy Roe attended the retirement luncheon in honor of Bill McFarlane, long serving Superior Township Supervisor. It was a well-attended event in honor of Supervisor McFarlane.
- **Reimagine Washtenaw Joint Technical Committee Meeting** - Clerk Lovejoy Roe and Joe Lawson, Office of Community Standards attended the ReImagine Washtenaw Joint Technical Committee meeting on Wednesday, September 11, 2013. Discussions and plans were formulated for briefing elected officials on the current status of a variety of projects underway with ReImagine Washtenaw along with more formal presentations to city councils, township boards and planning commissions. A presentation was made on draft design guidelines for the corridor by planners from Carlisle/Wortman.
- **Wayfinding Plans For City And Township Of Ypsilanti** - Township Supervisor Stumbo and Clerk Lovejoy Roe attended a meeting with the Convention and Visitors Bureau, Eastern Spark and Downtown Development Authority to continue plans for a planning project to design signs and plan for locations designating special areas,

businesses, education facilities, etc. in the greater Ypsilanti City and Township. The Wayfinding Signs are an important part of economic development for the area and will greatly assist with supporting the visitor and tourist industry in the Ypsilanti area. A presentation will be made to the Ypsilanti Township board on Monday, October 28, 2013 and a request for supportive funding will be made at this time.

- **Racer Trust** - Ypsilanti Township Building Department issued the demolition permit on Wednesday, October 2, 2013 for demolition of the Willow Run General Motors Powertrain Plant. Several meetings and conference calls have been ongoing regarding the plans for the Willow Run GM Powertrain plant demolition and property development with representatives from RACER and Ypsilanti Township elected officials, Economic Consultant Mark Perry and Attorney Doug Winters. The Township is working for a solid commitment from RACER regarding the Yankee Air Museum and protection of the section of the plant that is proposed for the future YAM. An extension was granted to the Yankee Air Museum for fundraising to build the new museum until November 1, 2013 by the Racer Trust. The elected officials met with Elliott Laws, Director of Racer Trust on October 8, 2013 and Bruce Rasher and Grant Trigger to continue to move the cleanup and redevelopment of the Willow Run/GM Powertrain Plant Property forward. There have been several meetings involving township staff and elected officials and the township attorney regarding this very large and monumental project in the township.
- **AAATA** - Supervisor Stumbo and Clerk Lovejoy Roe have attended many meetings with Ann Arbor City Council members and AAATA staff to answer questions and discuss regional transportation in Washtenaw County. The Ann Arbor City Council is scheduled to vote on the resolution to allow Ypsilanti Township to join the Ann Arbor Area Transportation Authority on Monday, October 21, 2013.
- **Health Care Committee** - The Health Care Committee reconvened on Monday, October 14, 2013 to review the current health care cost increases and discuss ways to reduce and/or pay for the increases in the health care premium costs. Marwell and Associates, the township health care consultants, explained the increased costs and presented several options for reducing the cost of health care. The State of Michigan required caps for 2014 were also discussed. Marwell and Associates requested a week and one-half to prepare and research options to bring back to the committee for further discussion. The township and employees must agree on a plan very quickly as the deadline for meeting the state mandated cap is the end of 2013.
- **Hud Challenge Grant** - Clerk Lovejoy Roe met with representatives from Habitat for Humanity and Washtenaw County Office of Community and Economic development to discuss the grant funds available from HUD for the acquisition of properties in two designated grant areas within the township. Every effort is being put forward to secure the funding for the township properties. Possible alternatives to the single family home rehabilitation and acquisition approved project were discussed. The goal is to find a solution to keeping the HUD funds in Ypsilanti Township and meeting the objectives outlined in the HUD Challenge Grant program. The parties agreed to meet in December to finalize a direction to pursue.

- **Hud First Look Program Cooperation With Habitat And Ypsilanti Township** - The Supervisor and Clerk's office continued to work closely with Habitat and the Attorney's office to move closer to a property purchase at 1540 S. Harris under the HUD First Look Program that was approved by the Township Board on Monday, Oct., 14, 2013.

# TREASURER REPORT

---

THERE IS NO WRITTEN TREASURER REPORT

# TRUSTEE REPORT

---

THERE IS NO WRITTEN TRUSTEE REPORT

# ATTORNEY REPORT

---

GENERAL LEGAL UPDATE





Ypsilanti Township



## Ypsilanti Township and Habitat for Humanity

This fiscal year, Habitat will invest over \$1.8 million in our traditional home ownership renovations (17 homes to be sold) and over \$300,000 in critical repairs and weatherization projects for non-Habitat families - all in Ypsilanti Township.

In partnership with the Township, we have had a tremendous impact over the past five years in renovating foreclosed and blighted homes particularly in the Gault Village neighborhood, where property values have more than doubled during this period. We are now looking north to renovate in the Hawthorne neighborhood and hopefully bring stability and increased values for homeowners there as well.

We continue to increase the number of homes renovated and sold to Habitat homeowners. We are working diligently to secure more grant money as well as increase our private donations to further our work. We still have a funding gap as we increase from 17 houses renovated annually to 20 over the next three years. In order to fund the increased production we are seeking additional assistance from the Township in this effort for three newly acquired or under contract properties. We are asking for additional funding of \$80,000 for the following addresses:

1330 Parkwood - \$20,000

1360 Parkwood - \$30,000

1062 Hawthorne - \$30,000

We truly value our partnership and I believe that we have created a unique and highly successful model.

Regards,

Rob Nissly, Housing Director



Ypsilanti Area Convention & Visitors Bureau

*Promoting Ypsilanti | Ann Arbor Area*

October 21, 2013

Brenda Stumbo  
Ypsilanti Township Supervisor

Dear Brenda:

I would like this letter to serve as an official request to the Ypsilanti Township Board for a contribution of \$2,500 toward to the cost of the Beckett&Rader Planning process for establishing a Wayfinding Signage System throughout both the City of Ypsilanti and Ypsilanti Township. The total cost of the Plan is \$27,500.

It is the opinion of the Board of the Ypsilanti Area Convention & Visitors Bureau Board of Directors, as well as other local stakeholders who have pledged monetary support to the Plan (Eastern Michigan University, the Ypsilanti Downtown Development Authority, the Ann Arbor Ypsilanti Chamber of Commerce, the City of Ypsilanti and the Eastern Leadership Group), that a well planned and executed wayfinding signage system throughout the Ypsilanti area would assist both visitors and local residents in finding their way around and to our wonderful communities. Local festivals, events and attractions such as our museums contribute \$2-3 million dollars of economic impact to our economy annually which makes a viable attractive signage system even more important. Finally, great signage sends a message to our visitors that we are a well thought out community who wants their business. We hope you agree!

I look forward to meeting with your board on October 28<sup>th</sup> with information on this initiative. Per your request I have attached a copy of a letter from the City of Ypsilanti stating their level of contribution.

Please let me know if you require any other information preceding the meeting.

Regards,

A handwritten signature in blue ink that reads "Debbie".

Debbie Locke-Daniel  
Executive Director  
Ypsilanti Area Convention & Visitors Bureau



**City of Ypsilanti**

Office of the City Manager

---

October 8, 2013

Ms. Debbie Locke-Daniel  
Executive Director  
Ypsilanti Convention and Visitors Bureau  
106 W. Michigan Avenue  
Ypsilanti, MI 48197

Dear Ms. Locke-Daniel,

Please allow this letter to serve as official notification that the City of Ypsilanti will contribute \$2,500 to the Way-Finding Program.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Ralph A. Lange'.

Ralph A. Lange  
Ypsilanti City Manager

# **RESOLUTION NO. 2013-30**

## **OWNERS DAM SAFETY PROGRAM (ODSP)**

**WHEREAS**, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

**WHEREAS**, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is longer under the jurisdiction of the FERC, and

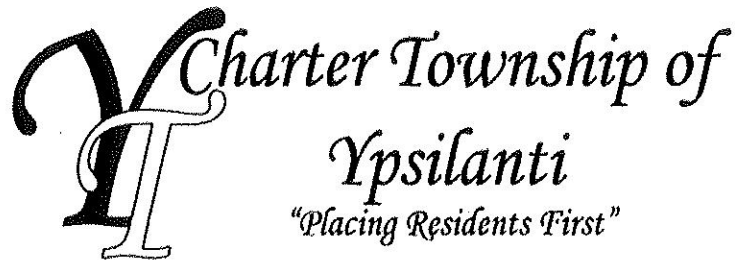
**WHEREAS**, the ODSP document clearly defines the responsibility for the Charter Township Of Ypsilanti and its employees, and consultants, and

**WHEREAS**, the purpose if this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

**WHEREAS**, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

**NOW THEREFORE**, be it resolved that the Charter Township of Ypsilanti Board of Trustees adopts the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

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



Hydro Station

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-3690  
Fax: (734) 544-3626  
www.ytown.org

---

---

# MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees  
**FROM:** Michael Saranen, Hydro Operator/Manager  
**DATE:** October 17, 2013  
**RE:** Owner Dam Safety Program (ODSP)

On an on-going effort the Federal Energy Regulatory Commission (FERC) now requires owners of significant and high hazard dams to have a program in place as part of an on-going effort to improve dam safety.

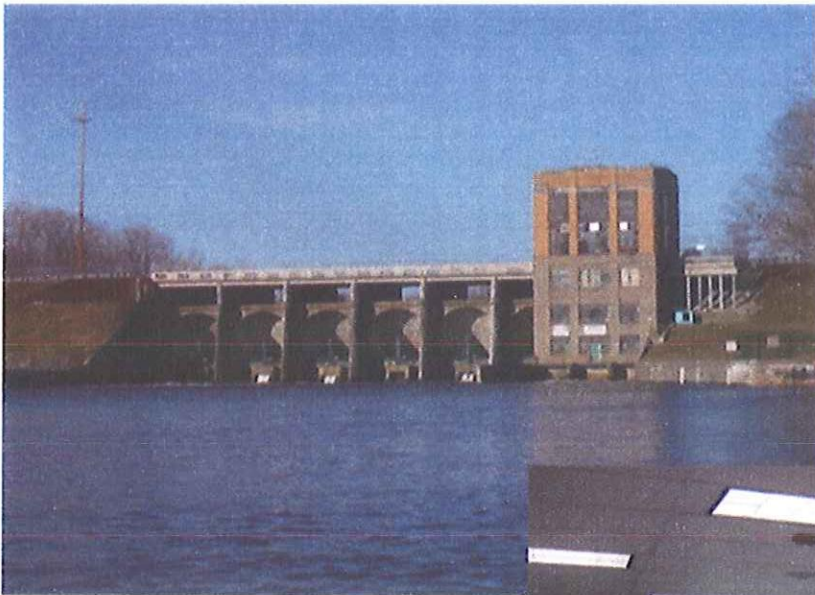
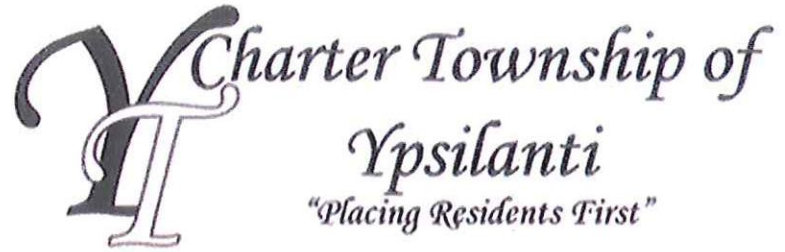
Attached you will find the program which was developed using the FERC guidelines. This program brings together many plans currently being used and clearly defines the role for the Township and its employees. As dam safety has always been a top priority of the Township, this program is a re-dedication to dam safety. Please place this item on the October 28<sup>th</sup> Board Meeting agenda under work session.

Also, I have included a resolution that I would like the Board to adopt at the October 28<sup>th</sup> Board Meeting, to show comment to the FERC and provide a clear path for the future of the Township, Hydro and Township employees.

2013

Charter Township of  
Ypsilanti

Michael Saranen



# OWNER DAM SAFETY PROGRAM

---

# Charter Township of Ypsilanti OWNER DAM SAFETY PROGRAM

---

## Table of Contents

1. INTRODUCTION .....	3
2. PURPOSE.....	3
3. SCOPE .....	3
4. TERMS and DEFINITIONS.....	3
5. DAM SAFETY PRACTICES, OBJECTIVES AND EXPECTATIONS.....	5
6. RESPONSIBILITIES FOR DAM SAFETY .....	5
7. DAM SAFETY TRAINING PLAN .....	8
8. COMMUNICATIONS. COORDINATION, REPORTING & REPORTS.....	9
9. RECORDKEEPING AND DATABASES .....	9
10. SUCCESSION PLANNING .....	9
11. CONTINUOUS IMPROVEMENT .....	10
12. AUDITS AND ASSESSMENTS .....	10
13. REFERENCES .....	11
14. DISTRIBUTION LIST .....	11
Appendix A Letter from the FERC .....	
Appendix B Chief Dam Engineer Resume .....	
Appendix C ACKNOWLEDGMENT FORM .....	

# Charter Township of Ypsilanti

## OWNER DAM SAFETY PROGRAM

---

### 1. INTRODUCTION

The Owner Dam Safety Program (ODSP) was adopted by resolution # \_\_\_\_\_ to comply with the Federal Energy Regulatory Commission (FERC) and provide commitment by the Charter Township of Ypsilanti (CTY) to dedicate funding and resources. The activities within this program are not new to the Township but rather a re-dedication to dam safety.

### 2. PURPOSE

Establish and define the Dam Safety Program for the (FERC) Licensed Facilities to ensure dam safety and compliance with the FERC requirements for CTY, its employees, and consultants. This Program will clearly state the requirements and expectations of Management, Employees and Consultants of CTY.

### 3. SCOPE

**3.1** The requirements of this program apply to the Ford Lake Hydroelectric Project (Hydro Dam) licensed by the FERC:

Ford Lake Project No. P-5334

**3.2** This ODSP defines the responsibilities for FERC Licensed Facilities and takes precedence over other CTY programs and procedures related to dam safety and regulatory compliance. Appropriate procedures and documents related to dam safety and regulatory compliance shall be routed through the Hydro Operation Manager to ensure compliance with this program.

### 4. TERMS and DEFINITIONS

**Assessment** - A documented routine review conducted to evaluate the performance or effectiveness of an activity.

**Audit** - An objective examination and evaluation of dam safety and regulatory compliance or effectiveness in accordance with a defined set of standards and a formal Audit plan.

**Chief Dam Safety Engineer** – A Professional Engineer (PE) with the experience to provide guidance to the CTY regarding dam safety issues.

**Contractor** – A company hired to complete a task to design, build, install, and/or repair a system or component of a system.



**Dam Safety Liaison** – The Operation Manager has the responsibility and authority, to ensure the Dam Safety Program is fully implemented and to ensure high standards are maintained for dam safety and regulatory compliance. The Operation Manager is the single point of contact for non-emergency regulatory communications from CTY to FERC and reports directly to the Residential Service Director (RSD). The Dam Safety Liaison shall designate a qualified alternate to act in his or her absence.

**Dam Safety Inspection** - A scheduled dam safety inspection performed in accordance with a documented inspection plan or checklist. These inspections will be performed by an operator, Operation Manager or other qualified consultants.

**EAP** – (Emergency Action Plan) Detail plan to address emergencies at the Project.

**FERC** - Federal Energy Regulatory Commission, regulatory body overseeing project listed in section 3.1.

**FERC License** – A document established to outline how the facility can be operated. Articles within the License provide details about each requirement.

**FERC Operational Inspection** - An annual formal inspection conducted by a FERC inspector. As required, the FERC inspector will be supported by the Operation staff and the Dam Safety Staff.

**FERC Part 12 Inspection** - A formal inspection every five years, conducted by the approved FERC Independent Consultant, in conjunction with the Chief Dam Safety Engineer.

**FERC Independent Consultant** - a third party consultant contracted to perform the FERC Part 12 Inspection.

**Hydro Dam – (Project)** An engineered barrier constructed to contain a body of water, or control the flow and level, relative to the facility described in Section 3.1.

**Independent Consultant** - A third-party consultant contracted to perform specific duties that are not related to the FERC Part 12 Inspection.

**Modification(s)** - Activities that change the physical features or design of the project from the state reflected in the plans or drawings or other documents filed with the FERC.

**Operation Manager** - A CTY employee responsible for the operation, maintenance, safety, security and compliance of the Project listed in Section 3.1. The Operation Manager acts as the Dam Safety Liaison for this program.

**Operator** - CTY employee responsible for safely operating project equipment as per the established practices. Directly reports to the Operation Manager.

## 5. DAM SAFETY PRACTICES, OBJECTIVES AND EXPECTATIONS

**5.1** It is CTY practice to maintain safe and compliant operation as our first priority. CTY employees, contractors and consultants should follow this practice in the conduct of their work assignments. CTY's employees, contractors and consultants shall operate and manage the Hydro Dam consistent with the commitment of CTY to good stewardship and responsible behavior. This shall include awareness by CTY employees that they are entrusted with the responsibility and privilege to operate CTY's Hydro Dam in a safe, reliable and efficient manner. Further, this shall include awareness by CTY employees that Hydro Dam's daily operating practices must always place public safety, personnel safety and environmental compliance above all other performance or other goals of CTY.

**5.2** This program implements commitments to the FERC to maintain compliance with FERC dam safety and regulatory requirements. Proposed changes to the requirements of this program shall be communicated in writing to the FERC Regional Engineer for review and written acceptance prior to implementation.

**5.3** This program brings together different plans to ensure compliance with the FERC. These plans are part of this program and require follow-up of different levels, including review, updating, information and data collection, evaluation, reporting and follow-up action.

These Plans and Documents are:

- FERC- ORDER ON OFFER OF SETTLEMENT AND ISSUING NEW LICENSE
- Supporting Technical Information Document
- Emergency Action Plan
- Security Plan
- Safety Plan
- Operation Monitoring Plan
- Dam Safety Surveillance Monitoring Plan (DSSMP)
- Water Quality Plan
- Historic Properties Plan

## 6. RESPONSIBILITIES FOR DAM SAFETY

This Section outlines the responsibilities for each level and organizational group.

A flow chart

**Board of Trustees**  
 A Governing Board approving Funding and Policies in the best interest of the community.

**Supervisor  
 Brenda Stumbo**  
 Under the direction of the Board, oversees the budget, policies and projects undertaken by the Township.

**Residential Services Director  
 Jeff Allen**  
 Under the ODSP, is responsible to ensure the implementation of the ODSP. This includes staffing, funding, and resources to the Project.

**Part-Time Operator  
 Bob Eckardt**  
 Under the supervision of the Operation Manager, the P/T Operator covers operations on weekends, holidays, and Manager's PTO days. Assist(s) in extra duties as directed by the Operation Manager or RSD. P/T Operator is trained in the EAP and Security Plan, proper inspection of the dam. Takes proper steps in case of safety or security concerns.

**Hydro Operation Manager  
 Michael Saranen**  
 Under the supervision of the RSD, the Operation Manager has the role of Dam Safety Liaison, compliance reporting, EAP Coordinator, Project Operations and Maintenance, and is responsible for the following:

- Day-to-Day Operations
- Safety Plan
- Operation Management Plan
- Emergency Action Plan
- Security Plan
- Dam Safety Surveillance Plan
- Maintenance
- Water Quality Plan
- Historical Management Plan

**Park Maintenance  
 Carl Girbach**  
 Under the supervision of the RSD, the Public Service Superintendent oversees maintenance staff, equipment operators and can dedicate resources as needed to the project.

**Chief Dam Safety Engineer  
 Barr Engineering**  
 Dave Hibbs- PHD, PE  
 Office- 734-922-4437  
 Home: 734-214-5723  
 Cell: 734-205-8993

**Recreation  
 Art Serafinski**  
 Under the supervision of the RSD, the Recreation Director manages the Gate Attendants and Park Rangers. In times of an emergency, will dedicate resources to close parks and give assistance as directed.

**6.1 Residential Services Director (RSD)** is responsible to ensure this program is implemented, including proper staffing, resources, and funding are adequate for the Project.

- The RSD reports to the Township Supervisor / Board of Trustees
- Oversees large projects that are undertaken
- Ensures adequate funding for the Hydro Station.
- Conducts an annual assessment of the ODSP and makes necessary changes to ensure compliance.
- Takes an active role in the Security and Emergency Plans for the Project.

**6.2 Operation Manager** - Will fill the role as the Dam Safety Liaison for the CTY. The Operation Manager shall perform the following duties and responsibilities for the Hydro Dam:

- Report directly to the Residential Services Director (RSD).
- As necessary, promptly notify the Chief Dam Safety Engineer and RSD on issues that could affect public safety or safe dam operations. In the event that the RSD is unavailable, the Operation Manager shall notify the Township Supervisor.
- The Operation Manager shall be provided full protection from any reprisal for making safety notifications or reports.
- Act as the single point of contact for correspondence related to dam safety and regulatory compliance between CTY and FERC, except for immediate notifications required by Emergency Action Plans.
- Operate the Hydro Dam on his/her scheduled days. Perform security checks of the Project, report situations to 911 or RSD. Be on-call to handle alarms when not on site.
- Complete/ oversee the maintenance of the Hydro Dam. For large projects, may require hiring and overseeing activity of the work being performed.
- Has the knowledge of the FERC Settlement Agreement (license) and ensures compliance of the agreement. Report conditions to Resource Agencies and the FERC when not in compliance.
- Report to the FERC within 10 days when; Hydro Dam in not operating as designed, serious injury or death occurs within the project boundaries.
- Follow requirements including: surveys, review, updating, and reporting activities for the EAP, DSSMP and DSSMR, Safety Plan, Water Quality Plan, Operation Monitoring Plan and Historical Properties.

- Participant in the FERC annual and Part 12 Inspections. For Part 12 Inspections, select and file with the FERC proposed Independent Consultant. Implement any necessary changes from the Part 12 Inspection.
- Coordinate work with consultant when task is technical or Operation Manager is unable to meet task objectives or deadlines.
- Will maintain the permanent records for the Hydro Dam.
- Will ensure that a Dam Safety Professional Engineer is available to address any issues that may arise. If necessary, establish a contract for that service if not already provided under general service agreement.

### **6.3 The Back-Up Operator is responsible for:**

- Operate the Hydro Dam when the Operation Manager is not scheduled. Be on-call to handle alarms when not onsite.
- Perform security checks of the Hydro Dam. Report situations to 911 or to Hydro Manager.
- Understand the EAP and when to activate it.
- Assisting Operation Manager with maintenance or other tasks as directed.

### **6.4 The Chief Dam Safety Engineer:**

- Will provide technical assistance to the CTY to address dam safety issues that may arise at any time. Evaluate data and information being supplied; respond to the site in a timely manner, if needed, to address the situation being reported.

## **7. DAM SAFETY TRAINING PLAN**

**7.1** The CTY will provide training to RSD, Operation Manager, B/U Operator, Dam Safety Engineer, Police and Fire Personnel. The annual training will be appropriate to the Department needs.

**7.2** Contractors that will be conducting work at the Hydro Dam that involves the primary structure and/or key operating equipment should consider risk reduction steps to minimize risk. Reviewing emergency practices prior to starting structural work will help lessen the impact of an emergency situation.

**7.3** Training will be done annually for groups involved in the EAP and Security plans.

**7.4** When changes occur to the DSSMP and other safety related plans, the CTY will provide training as necessary to update the Operators and other affected staff.

## **8. COMMUNICATIONS. COORDINATION, REPORTING & REPORTS**

The Township, a local Governmental body, has a large network of resources. The Township frequently communicates with other Local, County and State governments on many topics.

**8.1** The Operation Manager can and will communicate project planning needs and situations to Local emergency officials in a timely manner.

**8.2** The Operation Manager oversees the updating of various plans. At times, face-to-face meetings are required to ensure understanding and cooperation needs.

**8.3** The Operation Manager is the first-line contact to any abnormal operation and inspection observation. Notifying the Operation Manger should be done promptly if a dam safety matter arises regardless of time or day.

**8.4** The Operation Manager will file any necessary reports with regulatory bodies that are required by the FERC. Reporting includes but is not limited to operation troubles, major equipment failures, structural concerns, deaths and serious injury.

## **9. RECORDKEEPING AND DATABASES**

Documents related to the Project shall be maintained for life. Documents should not be destroyed without approval from the Operation Manager. Such document types may include items such as design reports, drawings, specifications, construction reports, dam safety inspection reports, photographs, dam safety program audit reports, incident tracking, compliance and non-compliance history, commitment tracking, non-conformance tracking, training programs, etc.

**9.1** The Operation Manager is responsible for assuring the retention of the records.

**9.2** Permanent Records will be kept at the Township Offices in a lockable cabinet or office.

**9.3** User copies should be kept at the Project for review by Operators or by Inspection Staff.

## **10. SUCCESSION PLANNING**

To ensure the Project continues to have qualified staff, the CTY should plan for future needs. Forecasting needs could come from different sources, such as retirements and staff reassignments. This type of planning is key, so a smooth transition can occur without jeopardizing the program.

**10.1** The RSD will be responsible to hire a replacement staff (Operation Manager, Operator) to ensure the Project will be operated safely.

**10.2** The RSD, Operation Manager and B/U Operator will work together to train new hires. The amount of training will vary with the background of the new hire. New staff will be placed on a probation period based on job title.

**10.3** When necessary to select a new Chief Dam Safety Engineer, the RSD and Operation Manager to collectively agree on a qualified person with a PE in dams.

**10.4** New hires will be provided (at minimum) the document listed in Section 13.1 of this Program for their review.

## **11. CONTINUOUS IMPROVEMENT**

The dam safety program should be reviewed every 5 years along with the Part 12 inspection or after a major event. The review can be done by the Part 12 Engineer that will have the knowledge of dam safety.

**11.1** Review the current staffing and organizational structure of the owner and incorporate the lessons learned from the ongoing implementation of the program, information gathered from dam safety inspections, operating history, changes in the methodology in dam safety, knowledge gained from training, the study of case histories of incidents and failures and findings from other dam safety programs.

**11.2** Provide recommendations based on findings from the review. Explain deficiencies and need for the recommendations.

## **12. AUDITS AND ASSESSMENTS**

To assure that the dam safety program is being implemented in both the spirit of dam safety and in accordance with the written dam safety program.

**12.1** The Operations Manager & RSD should annually assess the organization's compliance with the written dam safety program and report the findings and recommendation(s) to the Board of Trustees.

**12.2** To assure that the program is continuing to improve, as noted in Section 11, independent audits should be conducted periodically by a qualified dam safety expert.

**12.3** The Dam Safety Liaison should review the independent audit report and prepare a summary report for presentation to the senior management of the organization.

**12.4** A copy of the summary report and independent audit report should be submitted to the FERC.

## 13. REFERENCES

References to pertinent documents, policies, procedures, etc., that support the dam safety program should be referenced in this Section.

**13.1** The following documents listed below are an important part of operating a safe project. Documents can contain key information on features, compliance, emergency preparedness, security and other critical information.

- EAP
- DSSMP
- DSSMRs
- PFMA
- STID
- Part 12 Inspection Reports- 2001, 2006, 2010
- 2001 Construction Report
- OMP
- License Agreement
- Security Plan
- Operation Management Plan
- Water Quality Plan
- Historical Properties Plan

## 14. DISTRIBUTION LIST

This Program has been distributed to key members of the Program.

### Charter Township of Ypsilanti

- Township Supervisor, Brenda Stumbo
- Residential Services Director, Jeff Allen
- Hydro Manager, Michael Saranen
- Recreation Director, Art Serafinski
- Public Services Superintendent, Carl Girbach

### Barr Engineering

- Dam Safety Engineer, Dave Hibbs- PhD, PE

### Federal Energy Regulatory Commission

- Chicago Regional Office, John A. Zygaj, PE



**Appendix A**

**Letter from the FERC**

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections  
888 First Street, NE Routing Code: PJ-13  
Washington, DC 20426  
(202) 502-6025 Office -- (202) 219-2731 Facsimile

May 3, 2012

Ms. Brenda Stimbo  
Charter Township of Ypsilanti  
7200 S. Huron river Road  
Ypsilanti, MI 48197

Dear Ms. Stimbo,

It is important that licensees/owners of dams regulated by the Federal Energy Regulatory Commission (FERC or Commission) have a robust and focused dam safety program in place to safeguard public safety, the environment, and the hydroelectric facilities. Therefore, all owners of high and significant hazard potential dams are required to submit an Owners Dam Safety Program (ODSP). The Commission implements its responsibilities for dam safety through its regulations at 18 CFR Part 12. Specifically, under 12.4(b)(2)(ii) the Commission may require a licensee to submit reports or information on any condition affecting the safety of a project.

The ODSP will assure that dam safety is of the highest priority within your organization. The basic principles of a good dam safety program include;

- Acknowledgment of Dam Safety Responsibilities;
- Communication;
- Clear Designation of Responsibility;
- Allocation of Resources to Dam Safety; and
- Learning Organization.

Enclosure A to this letter provides an outline for development of your dam safety program. The outline is for the management component of your ODSP (Part 12D inspection reports or Dam Safety Surveillance Monitoring Reports are examples of what goes in the appendices as references in the ODSP). Enclosure B and C to this letter provides links to additional information posted on FERC's website on ODSP and links to investigative reports on recent failures where a contributing cause was an inadequate owner's dam safety program.

A dam safety program that is well documented and is kept current through annual reviews sends a message to all affected parties both within and outside your organization that dam safety is important. Recognizing that each organization is unique, your ODSP should be specifically tailored to your particular situation considering your portfolio of dams, dam types, and the associated life safety and financial risks.

Please provide a plan and schedule, within 30 days from the date of this letter, to submit your ODSP for our review and concurrence. The schedule should target the ODSP submittal within 6 months of the date of this letter. Your response should be sent to:

Chicago Regional Engineer  
Division of Dam Safety and Inspections  
Chicago Regional Office  
Federal Building  
230 S. Dearborn, Suite 3130  
Chicago, Illinois 60604  
312-596-4430

cc: Mr. William H. Allerton, P.E.  
Director, Division of Dam Safety and Inspections  
888 First Street, NE  
Washington, DC 20426  
202-502-6025

The Regional Office will be responsible for reviewing the acceptability of your plan and schedule and the submittal of your ODSP.

If you have any questions please call the Chicago Regional Engineer at 312-596-4430. Note a copy of this letter will be posted on the Commission's website with hyper-links to the websites referenced in the Enclosures to this letter.

[<http://www.ferc.gov/industries/hydropower/safety/initiatives/odsp.asp>]

Your transmittal letter submitting your ODSP should reference all project numbers associated with your Licensed or Exempted dams.

Sincerely,

Handwritten signature of William H. Allerton in cursive script, with a horizontal line underneath.

William H. Allerton, P. E.  
Director  
Division of Dam Safety and Inspections

Enclosure A – Table of Contents Owners Dam Safety Program  
Enclosure B – Information posted on FERC website on ODSP  
Enclosure C – Links to Investigative Reports on recent failures  
Enclosure D – List of associated project numbers

cc: Public Files

cc: Mr. Michael Saranen  
Hydo Operations

Enclosure A

**Enclosure A**  
**Owner's Dam Safety Program**

## **OUTLINE FOR OWNER'S DAM SAFETY PROGRAM**

### **TABLE OF CONTENTS**

#### **1. INTRODUCTION**

This Section should discuss the purpose for the Dam Safety Program and the Scope of the Program. The discussion of purpose should include, in general terms, who is covered by the Program (i.e. the owners employees, consultants, etc.), and what the Program is intended to accomplish. The discussion of scope should specifically state which dam(s) are covered by the Program.

#### **2. TERMS and DEFINITIONS**

This Section should provide a glossary of terms and acronyms so that all parties who are covered by the Program have a clear and common understanding of the terms.

#### **3. DAM SAFETY POLICY, OBJECTIVES AND EXPECTATIONS**

This Section should provide a summary of the policies defined in the Program, the objectives of the Program and the expectations of the owner for its employees, consultants and others involved in assuring dam safety. Each year the CEO or President or the highest person in the organization should issue a signed Company dam safety philosophy to the employees.

#### **4. RESPONSIBILITIES FOR DAM SAFETY**

This Section should outline the responsibilities for each level and organizational group.

For instance, the responsibilities of the CEO and Board of Directors may include such items as: establishing the corporate safety philosophy; providing policies, directives and sufficient resources; understanding the Responsibilities and Liabilities that accompany ownership of a dam; understanding the life safety and financial risks associated with dam ownership; assuring safe and adequate design, construction, operation and maintenance of dams(s); assuring adequate emergency action planning is in place, and establishing appropriate decision-making process to assure dam safety.

Other people or organizations that have a role in assuring dam safety, such as: the Chief Dam Safety Engineer; dam safety managers and supervisors; others in the dam safety group; hydro plant managers; other hydro plant personnel; and other employees, agents, consultants and any other personnel, should have their responsibilities defined.

**5. DAM SAFETY TRAINING PROGRAM**

This Section should include a discussion of the dam safety training provided to staff at all levels of the organization including management, operations, maintenance, engineering consultants and contractors as appropriate. Training of the on-site operators should be emphasized because they are the front line of defense. The content and frequency of training should be discussed

**6. COMMUNICATIONS, COORDINATION, REPORTING & REPORTS**

This section should discuss internal and external communication requirements and protocols. Internal communication requirements and protocols should include the type of incidents that are to be reported to the Chief Dam Safety Engineer and the time frame in which those reports must be made. Communication requirements and protocols should also be established for the Chief Dam Safety Engineer to report to senior levels of management, up to and including the Chief Executive Officer and/or Chief Operating Officer.

External communication requirements and protocols should be established for communications to the FERC dam safety staff and other external stakeholders.

**7. RECORD KEEPING AND DATABASES**

Procedures should be established to assure the retention of critical and other relevant documents and data related to design, construction operation and maintenance of the dam. Document types may include items such as design reports, drawings, specifications, construction reports, dam safety inspection reports, photographs, dam safety program audit reports, incident tracking, compliance and non-compliance history, commitment tracking, non-conformance tracking, training programs, etc.

The person or position responsible for assuring the retention of the records should be identified along with the storage location and the retention period.

**8. SUCCESSION PLANNING**

Assuring the continuation of a qualified chief dam safety engineer and a qualified staff to assure dam safety is a critical element of a successful dam safety program. The procedures in place to assure a successful transition as positions become vacant should be described. At a minimum, succession planning procedures should be in place for the chief dam safety engineer, other dam safety group personnel, hydro plant personnel, and engineering and support group personnel.

**9. CONTINUOUS IMPROVEMENT**

Assuring that the dam safety program is periodically reviewed to assure that it reflects the current staffing and organizational structure of the owner and incorporates the lessons learned from the ongoing implementation of the program, information gathered from dam safety inspections and operating history, changes in the state-of-

practice in dam safety, knowledge gained from training and the study of case histories of incidents and failures and findings from audits of the dam safety program.

**10. AUDITS AND ASSESSMENTS** (*Similar to Section 4.8 of Ameren ODSP*)

To assure that the dam safety program is being implemented in both the spirit of dam safety and in accordance with the written dam safety program, the chief dam safety engineer should routinely assess the organizations compliance with the written dam safety program and report the findings to the senior management of the organization.

To assure that the program is continuing to improve, as noted in Section 10, independent audits should be conducted periodically by a qualified dam safety expert. The time period between program audits should reflect the risk exposure of the organization. Owners with a large portfolio of dams or whose dams, either individually or collectively, present a significant risk to life safety, the environment or the financial health of the organization should have their dam safety program audited on a schedule not to exceed five years. The chief dam safety engineer should review the audit report and prepare a summary report for presentation to the senior management of the organization. A copy of the summary and audit reports should be submitted to the FERC.

**11. REFERENCES**

References to pertinent documents, policies, procedures, etc that support this dam safety program should be contained in this Section such as a detailed discussion of responsibilities, detailed procedures described in this document, training materials, operation and maintenance policies and procedures, etc .

**APPENDICES**

As appropriate – The appendices to include guidance details associated with each component of the program.



## **Enclosure B**

### **Information posted on FERC Website on ODSP**

- Owners ODSP Self Assessment Evaluation Parameters  
(<http://www.ferc.gov/industries/hydropower/safety/initiatives/odsp/owners-self-assessment.pdf>)
- The Importance of ODSP  
(<http://www.ferc.gov/industries/hydropower/safety/initiatives/odsp/importance-odsp.pdf>)
- Supportive Dam Safety Organizational Principles to Ensure Dam and Project Safety  
(<http://www.ferc.gov/industries/hydropower/safety/initiatives/odsp/supportive-DAM-org-principles.pdf>)
- ODSP - What FERC will be looking for during FERC Dam Safety Inspections  
(<http://www.ferc.gov/industries/hydropower/safety/initiatives/odsp/what-do-we-see.pdf>)
- The Stipulation and Consent Agreement Between FERC and Ameren, October 2006 - Appendix A: Dam Safety Program  
(<http://www.ferc.gov/media/news-releases/2006/2006-4/10-02-06-agreement.pdf>)

## **Enclosure C**

### **Links to Investigative Reports on Recent Failures**

#### **Taum Sauk**

FERC Staff Report

<http://www.ferc.gov/industries/hydropower/safety/projects/taum-sauk/staff-rpt.asp>

Independent Panel of Consultants Report

<http://www.ferc.gov/industries/hydropower/safety/projects/taum-sauk/ipoc-rpt.asp>

#### **Kingston Ash Pond**

[http://www.tva.gov/kingston/board\\_report/mla\\_kingston\\_report.pdf](http://www.tva.gov/kingston/board_report/mla_kingston_report.pdf)

#### **BP Deepwater**

<http://www.oilspillcommission.gov/final-report>

#### **San Bruno Gas Pipeline Failure**

CPUC Report

<http://www.cpuc.ca.gov/NR/rdonlyres/85E17CDA-7CE2-4D2D-93BA-B95D25CF98B2/0/cpucfinalreportrevised62411.pdf>

NTSB Report

<http://www.nts.gov/doclib/reports/2011/PAR1101.pdf>

**Appendix B Chief Dam Engineer Resume**

DAVID E. HIBBS, PhD, PE  
Senior Civil Engineer

**Experience**

Dr. David Hibbs has a PhD in civil engineering and a background in water resources. He has over 20 years of experience working with municipal, industrial, and government clients, and as an academic researcher and lecturer in the areas of water resources and hydraulics. David's areas of expertise include hydrologic and hydraulic analysis, specifically at dams and at other hydraulic structures. His project experience includes:

- Facilitating a functional exercise of the FERC Emergency Action Plan (EAP) for Ford Lake Dam. Managed and critiqued the ability of over 15 municipalities and emergency response agencies to effectively follow protocol in the EAP during two mock dam-failure exercises. Updated the EAP in response to the results of the exercise.
- Performing dam safety inspection for the Lake Adrian Dam in compliance with Michigan Part 315 dam safety rules.
- Performing the erodability calculations for the designed failure of the emergency fuse-plug spillway at Ford Lake Dam.
- Developing a two-dimensional flow model for a ten-mile stretch of the Red River of the North. Examined the effectiveness of proposed bypass channels on reducing the flood stages for a highly meandering river system.
- Managing a dam seepage investigation and feasibility study for a lake-level augmentation well at Waumegah Lake for the Oakland County, Michigan, drain commissioner. Coordinated collection of data and preparation of project alternatives, presented design options and costs at public meetings, and provided deposition for legal proceedings.
- Managing the development of 46 two-dimensional hydraulic models investigating the flow patterns at 8 flow diversion, control and fish-pass structures associated with the proposed flood bypass channel around Fargo, ND.
- Providing litigation support to a major utility dam owner involving flooding that occurred downstream of a hydroelectric facility during a high-intensity summer rainfall event. Analysis included review of USGS gaging station records and computation of travel time of a surge-wave associated with rapid opening of the spill gates.
- Calculating spillway capacity and generating a spillway rating curve for Ford Dam as part of a Michigan Part 315 dam safety inspection.
- Conducting an analysis of wind waves and the resulting surge velocities inside a submerged water-inlet structure at a taconite tailings basin.

- Managing updates to Supporting Technical Information Document (STID) and Dam Safety Surveillance Monitoring Plan (DSSMP) for Ford Lake Dam.
- Serving as project engineer for a flood control study and sediment transport study for the St. Paul Port Authority. Created a two-dimensional flow model for a 6-mile stretch of the upper Mississippi River. Investigated the effects of a major flood control dike on river flood levels and potential of barrier islands to prevent sedimentation in the navigation canal and barge fleeting area.
- Serving as project manager for the Great Lakes visualization model project for the Detroit District Corps of Engineers. Designed and facilitated a workshop for technical experts to scope the development of a highly simplistic and visual model that could rapidly assess impacts of changing water management strategies, including control structures and net basin supply for a variety of hydrometeorologic parameters.
- Serving as project manager for FERC re-licensing of the Ford Lake Dam for Ypsilanti Township. Managed the multi-year application process for a hydropower facility on the Huron River in Michigan, obtaining state water quality certification and facilitating the formulation of environmental study plans. Study plans included a water quality monitoring plan, an erosion protection study, a gate calibration study, wildlife and nuisance plant management plans, and a historic property management plan.
- Managing the development of unsteady one-dimensional flow models for the Detroit and St. Clair Rivers, Michigan. Coordinated the development of river geometry files from a variety of sources including bathymetry data from NOAA soundings, aerial photographs, bridge and crossing construction plans, and field notes. Advised the client on the suitability of stage and flow data needed to calibrate the model. Special considerations for these complicated river systems included assessing the appropriateness of modeling the portions of the river around islands as divided flow or overbank flow.
- Managing the development of floodplain studies for the Detroit District Corps of Engineers. Determined the 100-year discharge on the Rabbit River (MI) using a gage correlation analysis. Determined 10-, 50-, 100-, and 500-year discharges using regression analyses for ungaged streams on the South Branch of the Oconto River (WI). Delineated floodplain using HEC-RAS and Geo-RAS.
- Performing wave analysis for a Two Rivers, Wisconsin harbor inlet on Lake Michigan. Determined the design wave for use in designing the inlet protection study.
- Conducting a dye-tracer study on the Nemadji River, Minnesota to determine the mixing coefficients and chemical volatilization rates along the river. The study results were incorporated into a riverine spill model used to estimate the concentration of various hydrocarbons in the aftermath of a chemical spill resulting from a train derailment.

- Performing time-of-travel studies using florescent dye in the West Fork of Beaver Creek as part of a discharge permit application for a Southern Minnesota Beet Sugar Cooperative.
- Coordinating field studies and investigative efforts, and developing a two-dimensional river model to assess possible upstream impacts of flood control alternatives at the Holman Airport in St. Paul, Minnesota.

Dr. Hibbs has also taught at Wayne State University and the University of Minnesota, teaching courses in fluid mechanics, water resources engineering, open channel hydraulics, environmental mass transport, and the hydraulics section of the P.E. review course.

- Education**            PhD, Civil Engineering, University of Minnesota, September 1997,  
Specialization: Experimentation and numerical modeling of processes controlling fate and transport of contaminants in rivers  
MS, Civil Engineering, University of Minnesota, November 1994  
BS, Civil Engineering, Purdue University, August 1986
- Registration**        Professional Engineer: Michigan, California  
Licensed Stormwater Operator, Michigan  
Soil Erosion and Sedimentation Control certification, Michigan
- Professional Affiliations**  
American Society of Civil Engineers  
National Society of Professional Engineers  
Michigan Society of Professional Engineers, Ann Arbor Chapter: president (2005-6), secretary (2003-4).  
Society of American Military Engineers

**Appendix C      ACKNOWLEDGMENT FORM**

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



**Hydro Station**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-3691  
Fax: (734) 544-3626  
[www.ytown.org](http://www.ytown.org)

**Date:**

**To:** Recipient of Owner Dam Safety Program

**CC:**

**From:** Michael Saranen, Hydro Operator

**Subject:** Implementation of Owners Dam Safety Program

Dear Program Member

The CTY is implementing the Owner Dam Safety Program (ODSP), this program ensure the priority of dam safety for the Ford Lake Hydro Station.

You are an important part of this ODSP, your responsibilities are clearly defined in this program.

Read is Program and understand your role. If you have any questions please contact the Operation Manager or Residential Services Director.

Please fill out the **ACKNOWLEDGEMENT FORM** and return it to as soon as possible. Mail or fax is satisfactory.

My email is [msarane@ytown.org](mailto:msarane@ytown.org)

Thanks





## ACKNOWLEDGEMENT FORM

Michael Saranen  
Hydro Operation Manager  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

Project Name: Ford Lake Dam Hydroelectric Project  
FERC No. 5334  
NADAM # MI00194

By signing below, I acknowledge that I have received a copy(s) of the **October 2013** Owners Dam Safety Program (ODSP) for the above referenced project.

I further acknowledge that I understand the responsibilities and duties noted for my role in the ODSP.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name & Title (please print) Manual Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone Numbers  
Office: \_\_\_\_\_  
Home: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Other: \_\_\_\_\_

Comments/Corrections/Recommendations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CHARTER TOWNSHIP OF YPSILANTI

## 2013 BUDGET AMENDMENT #15

October 28, 2013

### 101 - GENERAL OPERATIONS FUND

**Total Increase** \$281,500.00

Increase legal services for public nuisance litigation services to promote community stabilization. The public nuisance abatements for fires was higher than anticipated. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$253,000.00
			<u>\$253,000.00</u>
			<u>\$253,000.00</u>
Expenditures:	Public Nuisance Legal services	101-950-000-801.023	\$253,000.00
			<u>\$253,000.00</u>
			<u>\$253,000.00</u>

Increase maintenance property for mowing of properties acquired by Township. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$8,500.00
			<u>\$8,500.00</u>
			<u>\$8,500.00</u>
Expenditures:	Maintenance Prop & Right of Way	101-950-000-880.001	\$8,500.00
			<u>\$8,500.00</u>
			<u>\$8,500.00</u>

Increase for Habitat to the purchase 1330 Parkwood . This will be funded by an Appropriation of he Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
			<u>\$20,000.00</u>
			<u>\$20,000.00</u>
Expenditures:	Land Bank Habitat	101-950-000-969.010	\$20,000.00
			<u>\$20,000.00</u>
			<u>\$20,000.00</u>

### 595-MOTORPOOL FUND

**Total Increase** \$201,370.00

Increase depreciation and capital outlay for the purchase of vehicles to maintain our fleet in a reasonable condition. List of vehicle details submitted to Board for approval include 1 Explorer, 4 Ford Trucks, and 1 Escape not to exceed \$180,000 with daytime running lights and decals. The lead time on vehicles is 10 to 16 weeks from receipt of purchase order. Therefore, if passed, 2014 should also reflect the budgeted expenditures. This is an internal fund and each fund and department using these vehicles will be allocating funds back to the Motor Pool to pay for the vehicles and their upkeep. This will be funded up front by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595.000.000.699.000	\$201,370.00
			<u>\$201,370.00</u>
			<u>\$201,370.00</u>
Expenditures:	Depreciation Expense	595-595.000.968.001	\$21,370.00
	Capital Outlay - Vehicles	595-595.000.985.000	\$180,000.00
			<u>\$201,370.00</u>
			<u>\$201,370.00</u>

Motion to Amend the 2013 Budget (#15):

Move to increase the General Fund budget by \$281,500 to \$10,167,041 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$201,370 to \$506,067 and approve the department line item changes as outlined.

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



**Supervisor's Office**

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

---

TO: Karen Lovejoy Roe, Clerk  
FROM: Brenda L. Stumbo, Supervisor *Brenda*  
DATE: October 22, 2013  
RE: Request to Set Public Hearing for 2014 Fiscal Year Budget

Please place the following item on the October 28, 2013 Township Board agenda:

1. Set public hearing date of Monday, November 25, 2013 for 2014 Fiscal Year Budget

If you have any questions, please let us know.

# OTHER BUSINESS

---

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



**Hydro Station**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-3690  
Fax: (734) 544-3626  
[www.ytown.org](http://www.ytown.org)

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: October 21, 2013

RE: Request to purchase vehicles for various departments

In order to maintain our fleet in a reasonable condition, I am requesting that we purchase some new vehicles.

The plan is to purchase 1- Ford Explorer for the Office of Community Standards. Currently, they are using a Ford Escape to do their inspections. This vehicle does not quite fit the new type of hybrid job that this department is doing. The Ford Escape will be retained for use by the Community Center to avoid mileage charges from them.

We are also proposing to purchase 1- Ford F-150 4x4 for the Hydro Station. The department does not have a vehicle assigned, and it would eliminate the vehicle allowance at the Hydro Station.

We are proposing to purchase 1- F 350 4x2 Crew cab with slide-in dump. This vehicle replaces a 16 year old truck (1997 F-350 crew cab) used by the Parks department for various tasks.

We are proposing to purchase 1 – F 250 4x2 standard cab. This vehicle replaces a 17 year old pick up (1996 F-250) used by the Parks department for pulling a mower trailer.

We are proposing to purchase 2 Ford F-250 4X4's with plows to help in our snow plowing efforts. These would replace the 2-1997 current plow trucks we use. These 2 old plow trucks are still in decent shape, but when plowing for 16 years, it has served its life.

Finally, we are proposing to purchase a 2014 Ford Escape S for use as a motor pool vehicle that staff here at the Civic Center could check out for use throughout the Township.

As you are aware, we are members of the State of Michigan Purchasing Plan (MI Deal). Through this program, the State does all the bidding and awards a contract to best bidder. We anticipate the cost to be less than \$160,000 for all 6 vehicles, for which there is a budget amendment for your approval. We would plan to pay for these vehicles out of the motorpool fund 595.595.000.985.000.

The breakdown of the cost per vehicle is as such:

2014 Ford Explorer- 1 @ \$22,291

2014 Ford F-150 4x4- 1 @ \$26,678

2014 Ford F-250 4x4 - 2 @ \$29,402

2014 Ford F-250 4x2 - 1 @ \$20,857

2014 Ford F350 4x2 – 1 @ \$28,983 = \$157,613 base

2014 Ford Escape S – 1 @ \$19,868= \$177,481.

Recommended factory installed accessory

Day-time running lights \$45 per vehicle = \$270 (6 vehicles)

Total base + Accessory = \$177,751 + delivery and registration

I would ask that you approve a motion for purchase, not to exceed \$180,000.

Upon further research:

All of these vehicles are American made.

All of these vehicles will come with power locks/doors and windows.

The lead time on the vehicles is 10-16 weeks from receipt of the purchase order.

It is noted in the spec sheet from Gorno Ford that this is an exclusive deal between the two of us.

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 10/20/13

TO: MIKE SARANEN, YPSILANTI TWP. HYDRO DEPT.  
734-544-3691 (DIRECT) (CELL) 734-368-4169 [msarane@ytown.org](mailto:msarane@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagnev@gornoford.com](mailto:jagnev@gornoford.com)

RE: **MiDEAL # 3958-0019 (1) 2014MY FORD EXPLORER BASE MODEL, FWD, OXFORD WHITE/ STONE CLOTH, 3.5L V6, 6spd. A/T, A/C, PRIVACY GLASS, AM/FM/CD,MP3, CAPLESS FUEL FILLER, 18.6 gal. FUEL TANK, TRAILER SWAY CNTRL., TRACTION CNTRL., PRIVACY GLASS, STRG. WHL. CNTRLS, P245/65R17AS, PWR. WINDOWS/LOCKS/MIRRORS, PWR.DRIVER SEAT, TILT/CRUISE, ADVANCE TRACw/ROLL STABILITY-CNTRL., TPMS, PWR. DISC BRKS., AIR BAGS, ALL-WEATHER FLOOR MATS**

**F.O.B. DELIVERED TO YPSILANTI TWP., MI ..... \$22,291.00**  
**(MSRP = \$30,597.00)**

Estimated lead time to order is 12 – 14 weeks from receipt of P.O.

**RECOMMENDED OPTIONS:**

REMOTE START .....	379.00
TRAILER TOW PKG. ....	570.00
REVERSE SENSORS .....	275.00
SYNC/BLUETOOTH (Hands-Free) .....	295.00
MUNICIPAL SAFETY LIGHT PKG. Includes; Mini Amber LED Light Bar, F/R Amber LED Flashers ...	1,395.00
DAYTIME RUNNING LAMPS .....	45.00

Please review, *SELECT options*, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

*Jim Agney*

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Township of Ypsilanti. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.



**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 10/20/13

TO: MIKE SARANEN, YPSILANTI TWP. HYDRO DEPT.  
734-544-3691 (DIRECT) (CELL) 734-368-4169 [msarane@ytown.org](mailto:msarane@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: **MIDEAL # 3958-0086 - CONTRACT# 071B1300005**  
**2014MY F-150 XL EXT. CAB 4x4 163" WB, 8.0' BED, 8,200 GVWR, 3.73 LTD.SLIP-AXLE, 5.0L V8, 6spd. A/Tw/TOWHAUL MODE, A/C, Oxford White/Steel Vinyl, DISC BRKS.w/ABS, AIR BAGS, ADVANCE TRACw/ROLL STABILITY-CNTRL., TRAILER SWAY CNTRL., AM/FMw/CLOCK, TILT/CRUISE, TPMS, LT245/x17AT, VINYL FLOOR, 36 GAL TANK, BLACK TUBE STEP BARS, PWR. WINDOWS/LOCKS/MIRRORS, DÉCOR TRIM, H.D.ALL-WEATHER MATS, TRAILER TOW PKG. H.D. PAYLOAD PKG., ELEC. BRAKE CNTRLR., CAPLESS FUEL FILL, FOG LAMPS, RHINO SPRAY-IN-BED LINER**

**CURRENT LEAD TIME TO ORDER IS ESTIMATED @ 10 – 12 WEEKS.**  
**2014MY BEGINS PRODUCTION NOVEMBER18,2013**

F.O.B. DELIVERED TO YPSILANTI, MI ..... \$26,678.00  
(MSRP = \$38,443.00)

**RECOMMENDED OPTIONS:**

ELEC. BRK. CNTRLR. ....	230.00
DAYTIME RUNNING LIGHTS .....	45.00
MUNICIPAL SAFETY LIGHT PKG. Includes; Amber LED Mini Light Bar, F/R LED Wig Wag Flashers ...	1,295.00

Please review, *SELECT* options, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,  
*Jim Agney*

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township Hydro Department. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 10/20/13

TO: MIKE SARANEN, YPSILANTI TWP. HYDRO DEPT.  
734-544-3691 (DIRECT) (CELL) 734-368-4169 [msarane@ytown.org](mailto:msarane@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: **MiDEAL #3958-0049 (1) 2014MY FORD F-350, 4x2, CREW CAB, 172"WB, SRW, 8' Box, OXFORD WHITE/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C, AM/FMw/CLOCK, PWR. DISC BRKS w/ABS, AIR BAGS, 3.73 E-LOCK AXLE, 10,500 # GVWR, LT245/75Rx17AS, TRAILER TOW PKG., TILT/CRUISE, H.D. TOW PKG. ADVANCE TRAC w/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/MIRRORS, ROOF CLR. LIGHTS, ENGINE BLOCK-HTR., UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR., RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS, BUYER'S SLIDE-IN ELEC. DUMP BOX w/CAB PROTECTOR & ROLLER TARP**

F.O.B. DELIVERED TO YPSILANTI, MI ..... \$28,983.00  
(MSRP = \$42,618.00)

Price expires December 31<sup>st</sup>, 1013.  
Current lead time to order is estimated at 14 – 16 weeks.

**RECOMMENDED OPTIONS:**

<b>BLACK MOLDED RUNNING BOARDS .....</b>	<b>370.00</b>
<b>MUNICIPAL SAFETY LIGHT PKG. ....</b>	<b>1,295.00</b>
<small>(Includes Amber LED Roof Mount Mini-Light Bar, Fmt. Amber Grill LED's &amp; Rear Amber LED Taillight Flashers)</small>	
<b>DAYTIME RUNNING LAMPS .....</b>	<b>45.00</b>

Please review SELECT OPTIONS, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

*Jim Agney*

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 10/20/13

TO: MIKE SARANEN, YPSILANTI TWP. HYDRO DEPT.  
734-544-3691 (DIRECT) (CELL) 734-368-4169 [msarane@ytown.org](mailto:msarane@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: **MiDEAL #3958-0029 (1) 2014MY FORD F-250, 4x2, REG.CAB, 137"WB, 8' BOX, OXFORD WHITE/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C, AM/FMw/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 E-LOCK AXLE,10,000 # GVWR, LT245/75Rx17AS, TRAILER TOW PKG., TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/MIRRORS, ROOF CLR. LIGHTS, ENGINE BLOCK-HTR., UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR., RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS**

F.O.B. DELIVERED TO YPSILANTI, MI ..... \$20,857.00  
(MSRP = \$33,913.00)

Price expires December 31<sup>st</sup>, 1013.  
Current lead time to order is estimated at 14 – 16 weeks.

**RECOMMENDED OPTIONS:**

<b>BLACK MOLDED RUNNING BOARDS .....</b>	<b>370.00</b>
<b>MUNICIPAL SAFETY LIGHT PKG. ....</b>	<b>1,295.00</b>
<small>(Includes Amber LED Roof Mount Mini-Light Bar, Fmt.Amber Grill LED's &amp; Rear Amber LED Taillight Flashers)</small>	
<b>DAYTIME RUNNING LAMPS .....</b>	<b>45.00</b>

Please review SELECT OPTIONS, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

*Jim Agney*

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 10/20/13

TO: MIKE SARANEN, YPSILANTI TWP. HYDRO DEPT.  
734-544-3691 (DIRECT) (CELL) 734-368-4169 [msarane@ytown.org](mailto:msarane@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: **MiDEAL #3958-0092 (2) 2014MY FORD F-250, 4x4, REG.CAB, 137"WB, 8' BOX, OXFORD WHITE/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C, AM/FMw/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG.AXLE,10,000 # GVWR, LT245/75Rx17AS, BACK-UP BEEPER, TRAILER TOW PKG., TILT/CRUISE, ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, SNOW PLOW PREP PKG., PWR. WINDOWS/LOCKS/MIRRORS, ROOF CLR.-LIGHTS, ENGINE BLOCK HTR.,BLACK MOLDED RUNNING BOARDS, UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR., RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS**

**WESTERN PRO-PLUS ULTR MOUNT, 8.0' STEEL – STRAIGHT BLADE-PLOWw/DEFLECTOR, HAND-HELD CNTRLS., PLOW SHOES (TWO WINTER WARRANTY)**

F.O.B. DELIVERED TO YPSILANTI, MI ..... \$29,402.00 each  
(MSRP = \$42,328.00)

**Price expires December 31<sup>st</sup>, 1013.  
Current lead time to order is estimated at 10 – 12 weeks.**

**RECOMMENDED OPTIONS:**

<b>MUNICIPAL SAFETY LIGHT PKG. ....</b>	<b>1,295.00</b>
<small>(Includes Amber LED Roof Mount Mini-Light Bar, Fmt.Amber Grill LED's &amp; Rear Amber LED Taillight Flashers)</small>	
<b>BUYER'S SNO-DOGG 1.5 yard POLY-ELECTRIC SALT SPREADER .....</b>	<b>3,950.00</b>
<b>DAYTIME RUNNING LAMPS .....</b>	<b>45.00</b>

**Please review SELECT OPTIONS, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.**

**Customer Signature:** \_\_\_\_\_

**Thank you,**

*Jim Agney*

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 10/21/13

TO: MIKE SARANEN, YPSILANTI TWP. HYDRO DEPT.  
734-544-3691 (DIRECT) (CELL) 734-368-4169 [msarane@ytown.org](mailto:msarane@ytown.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) (FAX) 734-676-7647 [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: MiDEAL # 3905-0018 2014MY FORD ESCAPE S 4x2, 2.5L I-4 ENGINE,  
6spd. A/T, OXFORD WHITE/BLACK CLOTH, AM/FM/CD/MP3w/CLOCK,  
SYNC-BlueTooth, REVERSE CAMERAw/4.2" SCREEN, A/C, CRUISE/TILT,  
ADVANCE TRACw/ROLL STABILITY CNTRL., TPMS, MSG. CENTER,  
TRACTION CNTRL.,PWR.WINDOWS/LOCKS/MIRRORS, REAR DEFROST,  
KEYLESS ENTRY (FOB), P235/55Rx17AS,PWR. DISC BRKS.w/ABS,  
FRNT/SIDE AIR BAGS, CAPLESS FUEL FILLER, REVERSE SAFETY SENSORS

Current lead time is 8-10 weeks from receipt of Purchase Order.

F.O.B. DELIVERED TO YPSILANTI TWP., MI ..... \$19,868.00  
(MSRP = \$23,780.00)

**RECOMMENDED OPTIONS:**

H.D. ALL-WEATHER FLOOR MATS .....	89.00
PRIVACY GLASS .....	275.00
REMOTE START .....	445.00
MUNICIPAL AMBER LIGHT PKG. ....	1,295.00
MUNI-LIGHT PKG. less mini-light bar .....	995.00

Please review, sign and fax back or fax Purchase Order to Jim Agney.

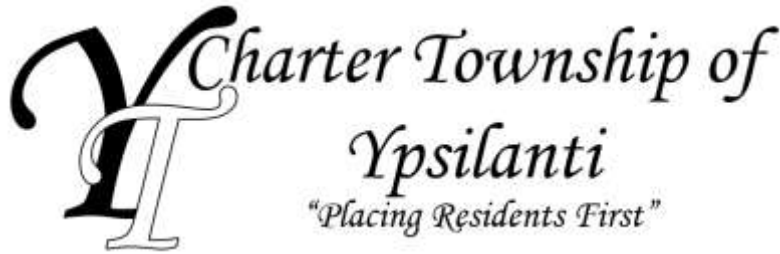
Customer Signature: \_\_\_\_\_

Thank you,

*Jim Agney*

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

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



## Residential Services

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

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: October 21, 2013

RE: Authorization to sell vehicles/equipment in on-line auction

Please grant us the authorization to sell in auction form, the following vehicles and equipment as listed on the attachment.

These items have served their useful life for the Township and this is an opportunity for us to rid our maintenance yard as well as get some budgeted cash into our Motorpool Department.

I propose that we again use IPT (Interactive Procurement Technologies) by which bids will be accepted. There is a 5% charge by IPT for the amount of the sale. We will recover that cost by added 5% to the winning bid. This verbiage will be displayed on the site so all bidders will be notified of this.

This method was very effective last year, and it went fairly smoothly.

I have included the information on this company again, in case you have questions.



## IPT Surplus Auctions

*Get rid of your surplus equipment, gain valuable storage space and increase your revenues—quickly and easily with IPT's surplus auction system*

### IPT Surplus Auction Module

IPT's surplus auctions provide agencies with a simple way to sell their surplus equipment online.

#### Features & Benefits:

- Straightforward and easy to use
- Extremely cost-effective
- Free up valuable storage space
- Free bidder registration
- No Minimum dollar value required
- No item type or size restriction
- Full service assistance available through IPT
- Secure online bidding in real-time

#### Surplus Auction Pricing:

##### **Sellers Collect the Funds**

The current selling fee is 5%, and is applied only when an item is sold to the highest bidder. For example, if your item sells for \$100, a selling fee of \$5.00 will be owed to IPT.

##### **Featuring Fees (Optional)**




The current fee to feature an item is \$5.00. This allows sellers to “promote” their item at the top of the list of auctions which gives their auctions more visibility over other auctions in the same category.

Featured items are also displayed at the top of the list on the auction home page and in pages generated by the Search feature. Sellers are obligated to pay the fee to feature an item even if they decide to stop an auction, or if the item does not sell.

OPEN SURPLUS AUCTIONS NATIONWIDE


---

**Hot Items !!!**

 <a href="#">1996 Ingersol Rand P185WJD Air Compre (411 Hours)</a> Starting Bid: \$100.00 Current Bid: \$2,610.07 Time Left: 0d 22h 49m	 <a href="#">LCSD Mongoose MGX Bicycle</a> Starting Bid: \$5.00 Current Bid: \$51.00 Time Left: 6d 16h 47m	 <a href="#">Wrecked 2003 Dodge Neon- 38,664 MILES</a> Starting Bid: \$50.00 Current Bid: \$690.89 Time Left: 0d 22h 13m
---	---	---

---

**Featured Items**

 <a href="#">Kawai Grand Piano #KG-5C</a> Starting Bid: \$500.00 Current Bid: No Bids Time Left: 13d 0h 33m
--

**Search, Buy, Sell!**

Welcome to BidNet's National Surplus Auctions Site!

Our government clients have sold over \$5,600,000 of used equipment using our system!

For information on surplus auctions contact:

Jennifer Sangiorgi

800.835.4603

jsangiorgi@iptbybidnet.com

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



**Residential Services**

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

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: October 21, 2013

RE: Board Authorization- Compost Trailer replacement

We have an immediate need to replace the trailer that is used at the Compost Site for gate sales.

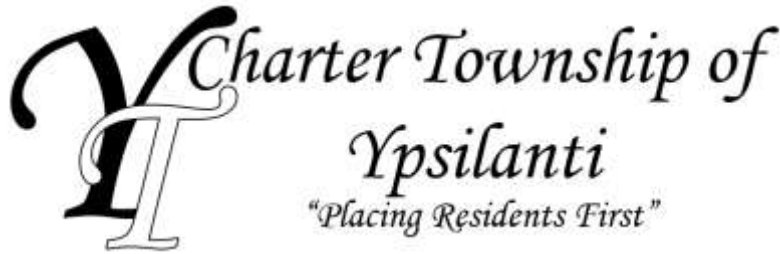
The existing trailer is 15 years old and is showing quite a bit of wear and tear. This was initially put in as the Compost Site was a "Pilot Program". The Compost Site continues to grow and we are now spending a lot of time and money on repairs, some of which soon, may be very expensive.

I would like authorization to seek prices for replacing the current trailer for the approximate same size. I believe the current market on these would say it is a good time to make this purchase. I think that we may be able to find a trailer for around \$10,000 and perhaps have to put another \$2,000 into it to fit our needs. This would be a construction office type trailer similar to what we are currently using.

At a future Board meeting, I would bring forward the exact cost and an account number to pay for it, as well as a budget amendment. There is a current fund balance in the Compost Site.



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



**Residential Services**

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

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: October 21, 2013

RE: Authorization to seek sealed bids – Camera system

We are seeking authorization to advertise and seek sealed bids for a camera system that would be placed throughout our Township buildings.

Currently, we have \$50,000 budgeted in account 101.265.000.974.025 for such a project.

The preliminary indications for this project is it would be in the \$100,000 range, so we would propose to do this in phases. This would be phase 1 and should all things work well, we would propose to do phase 2 in the near future.

I have worked closely with Mike Radzik and Travis McDugald to get these specifications fine tuned over almost a year's time. There are many facets to this beside the cameras. There would have to be an internet drop to each of the camera locations as well as cabling and all the other ancillary things. For the most part, all of the cameras would be plugged into our server and be a web-based program.