

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 18, 2014 REGULAR MEETING**

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

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

Members Absent: Trustee Mike Martin

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident once more voiced her opposition to the snow removal ordinance.

Dale Dolinger, Township Resident expressed his support for the enactment of an ordinance allowing Township residents to keep a small number of egg-laying hens as pets. He provided information answering several objections.

Lisa Dolinger, Township Resident also expressed her support for an ordinance allowing hens to be raised in the Township and shared information that she had researched on the topic.

Angela Barbash, Township Resident voiced support for an ordinance allowing residents to raise hens.

Arloa Kaiser expressed her opposition to a hen ordinance that would allow them to be raised on anything less than five acres.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 4, 2014 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION**
- B. STATEMENTS AND CHECKS**
- C. FEBRUARY 2014 TREASURER REPORT**

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

SUPERVISOR REPORT

- Supervisor Stumbo, Attorney Winters, Jeff Allen and Honeywell had been working to move the State Police Post project forward. It had been deemed in proper form and bids were to be provided to the Board – Attorney had authorized signing the contract
- Met with residents regarding removal of six hens and had discussed it internally at a Development Team Meeting as to sustainability - would be addressed in the Master Plan
- Met regarding the vacant building ordinance that was proposed at the last meeting
- Attended several Neighborhood Watch Meetings

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- There had been inquiries regarding vacant properties: the bowling alley the old K-Mart and Farmer Jack on Washtenaw.
- Another sub-division that has been in a holding pattern for some time, had expressed interest in starting up again

CLERK REPORT

Clerk Lovejoy Roe stated she had given her report in the Work Session and it had primarily concerned the up-coming election on May 6, 2014, regarding the Ann Arbor Area Transportation Authority Millage and the work that the Clerk's office was doing to get ready.

ATTORNEY REPORT

OHM Contract

Attorney Winters provided an update regarding meeting with Mr. Dick Williams, Honeywell, which resulted in revisions to the contract. He confirmed the contract will not exceed the amount approved by the Township Board, a revised payment schedule would be submitted by Honeywell on a monthly basis and preparation of new bids would be forthcoming.

1360 Gattegno

Attorney Winters briefly reviewed the events regarding the explosion at this address last year. He reported that Captain Johnson, Township Fire Department had requested assistance from the Washtenaw County Technical Rescue Team which incurred an invoice of nearly \$5,000. Attorney Winters said the Township just recouped that expense, as the homeowner had finally paid.

Clark East Towers

Attorney Winters reported a meeting was scheduled this week to discuss ways to make sure Clark East Towers remains a healthy and safe place for our senior citizens to reside.

OLD BUSINESS

1. 2ND READING RESOLUTION NO. 2014-5, ORDINANCE NO. 2014-434, AMENDING THE CODE OF ORDINANCES, CHAPTER 42, SECTION 371 ENTITLED TRUANCY

Supervisor Stumbo reported the 1st Reading of this proposed Ordinance was held at the February 18, 2014 Regular Meeting. She reported discussion had taken place in the Work Session regarding tabling this item until a meeting with the Lincoln District and an additional meeting with Ypsilanti Community Schools could be held to insure legal counsel. The Sheriff's Department and the schools were in agreement for a policy regarding the reporting and enforcement of the Ordinance.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to table the 2nd Reading of Resolution No. 2014-5, Ordinance No. 20-14-434, amending the Code of Ordinances, Chapter 42, Section 371 entitled Truancy until such time as a meeting with Lincoln Schools and another meeting with Ypsilanti Community School takes place.

The motion carried as follows:

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

NEW BUSINESS

1. BUDGET AMENDMENT #3

Clerk Lovejoy Roe read the Budget Amendment into the record.

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

2. RESOLUTION NO. 2014-10, APPROVING CONTRACT FOR YCUA WASTEWATER SYSTEM BONDS (2014 4th QUARTER SRF – PROJECT NO. 5582-01 AND 5583-01) AND AUTHORIZING NOTICE OF INTENT

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve Resolution No. 2014-10, approving contract for YCUA Wastewater System Bonds (2014 4th Quarter SRF – Project No. 5582-01 and 5583-01) and authorizing Notice of Intent (see attached).

Supervisor Stumbo stated the projects had been discussed at the Work Session. She explained the pump stations, one on Factory Street (in the City) and three more in the Township, were in need of replacement. Supervisor Stumbo stated the SRF, a State of Michigan loan program would allow us to borrow at 2.5%. She provided an overview of the second project which entailed upgrades for the structural integrity of the head works that had been in place since 1982.

The motion carried unanimously.

3. REQUEST TO APPROVE DTE AGREEMENT FOR REMOVAL OF STREET LIGHTS IN LIBERTY SQUARE IN THE AMOUNT OF \$34,982.60, BUDGETED IN LINE ITEM #101.956.000.926.000 AND TO AUTHORIZE SIGNING OF THE AGREEMENT(OPERATIONAL COST SAVINGS OF \$11,844.32)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve DTE Agreement for removal of streetlights in Liberty Square in the amount of \$34,982.60, budgeted in line item #101.956.000.926.000 and to authorize signing of the agreement (see attached).

Supervisor Stumbo provided a brief explanation regarding the agreement with DTE to remove the streetlights in Liberty Square, which would result in a savings of \$11,844.32 per year to the Township.

The motion carried unanimously.

4. RESOLUTION NO. 2014-9, SUPPORT OF GROVE ROAD NON-MOTORIZED PATH

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2014-9, support of Grove Road Non-Motorized Path (see attached).

Supervisor Stumbo stated Jeff Allen, Residential Services had been heading this project up. She stated the path goes from the City limits all the way down to Bridge Road and onto North Hydro Park, a total of 3.1 miles. Supervisor Stumbo explained they were planning to look into lighting for the area, but that was not part of this project.

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Jeff Allen, RSD Director clarified, since we were receiving federal funds for the project, the integrity of the path would be maintained.

Angela Barabash asked if it would be possible to use similar funds to get sidewalks on Ecorse.

Supervisor Stumbo thanked her for the suggestion and said that possibility would be researched.

Arloa Kaiser asked if asphalt would be used for the Grove Road path.

Matt Parks, OHM described the areas that would be asphalt and then transition into concrete.

The motion carried unanimously.

5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE MEMORANDUM OF UNDERSTANDING WITH LEFORGE STATION II TO SHARE NETWORK INFRASTRUCTURE FOR A PUBLIC SAFETY SURVEILLANCE SYSTEM AND TO AUTHORIZE SIGNING OF THE MEMORANDUM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Memorandum of Understanding with Leforge Station II to share Network Infrastructure for a public safety surveillance system and to authorize signing of the memorandum (see attached).

Supervisor Stumbo stated this item had been discussed at length during the Work Session.

Mike Radzik provided an overview of the Memorandum, explaining the costs would be paid by the Peninsular Place Apartments and provide the Sheriff's Department access whenever needed.

The motion carried unanimously.

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO VACATE CONDEMNED HOUSE LOCATED AT 1715 BEVERLY, BUDGETED IN LINE ITEM #101.950.000.801.023

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to request for formal authorization to initiate legal action in Washtenaw County Circuit Court to vacate condemned house located at 1715 Beverly, budgeted in line item #101.950.000.801.023. The motion carried unanimously.

7. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE MICHIGAN MUTUAL AID BOX ALARM SYSTEM (MABAS) AGREEMENT AND TO AUTHORIZE SIGNING OF THE AGREEMENT (Participation in MABAS approved at the October 14, 2013 Regular Meeting)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Michigan Mutual Aid Box Alarm System (MABAS) Agreement and to authorize signing of the agreement (see attached).

Eric Copeland, Fire Chief explained this agreement was actually adopted by the Board at the November 14, 2013 meeting and this was just a formal approval of the process currently being utilized.

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATIONS & BIDS

AUTHORIZATION:

1. **REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR AUTHORIZATION TO REPLACE CIVIC CENTER PRIMARY INTERNET SERVICE WITH COMCAST ETHERNET DEDICATED INTERNET SERVICE IN THE AMOUNT OF \$250 FOR INSTALLATION AND \$803.60 A MONTH, BUDGETED IN LINE ITEM #101.266.000.857.100 AND TO AUTHORIZE SIGNING OF THE AGREEMENTS, CONTINGENT UPON ATTORNEY REVIEW.**

A motion was made by Trustee Eldridge, supported by Treasure Doe to replace Civic Center primary internet service with Comcast Ethernet Dedicated Internet Service in the amount of \$250 for installation and \$803.60 a month, budgeted in line item #101.266.000.857.100 and to authorize signing of the agreements, contingent upon attorney review. The motion carried unanimously.

2. **REQUEST OF MIKE RADZIK FOR AUTHORIZATION TO SEEK PROPOSALS FOR ASBESTOS ABATEMENT AND DEMOLITION OF RESIDENTIAL STRUCTURE LOCATED AT 667 N. IVANHOE PURSUANT TO CIRCUIT COURT ORDER, BUDGETED IN LINE ITEM #101.950.000.969.011 WITH FUNDS RECOVERED THROUGH PROPERTY LIEN AND/OR MONEY JUDGMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize seeking proposals for asbestos abatement and demolition of residential structure located at 667 N. Ivanhoe pursuant to Circuit Court order, budgeted in line item #101.950.000.969.011 with funds recovered through property lien and/or money judgment.

Mike Radzik provided a brief overview regarding the property and explained a deadline of April 1, 2014 had been given to the property owner for compliance.

The motion carried unanimously.

APPROVE:

1. **REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE OHM AMENDMENT TO CIVIC CENTER IMPROVEMENT PROPOSAL IN THE AMOUNT OF \$16,400, BUDGETED IN LINE ITEM #101.970.000.971.008 AND TO AUTHORIZE OHM TO PROCEED WITH SEEKING BIDS FOR THE PROJECT**

A motion was made by Trustee Scott Martin, supported by Trustee Eldridge to approve OHM Amendment to Civic Center Improvement proposal in the amount of \$16,400, budgeted in line item #101.970.000.971.008 and to authorize OHM to proceed with seeking bids for the project. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 7:48 p.m.

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Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

2014 BUDGET AMENDMENT #3

March 18, 2014

101 - GENERAL OPERATIONS FUND

Total Increase \$54,959.60

Increase budget for removal of the street lights at the now demolished Liberty Square. The removal of the street lights by DTE 2014 will cost \$34,982.60. (The operational cost savings is estimated at \$11,884.3.) This is funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$34,982.60
			<u>\$34,982.60</u>
		Net Revenues	<u><u>\$34,982.60</u></u>
Expenditures:	Street Lighting Non Assessable	101-956-000-926.000	\$34,982.60
			<u>\$34,982.60</u>
		Net Expenditures	<u><u>\$34,982.60</u></u>

Increase budget for professional services of OHM by \$19,977 for additional design work for Civic Center Renovations. There was an original approved project of \$17,000 in August of 2013, of that budgeted amount \$3,577 was not used in 2013 and needs to be rolled forward to the 2014 budget. The additional requested service contract for 2014 is \$16,400. The total budget amendment request for the 2014 project is \$19,977. This is funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$19,977.00
			<u>\$19,977.00</u>
		Net Revenues	<u><u>\$19,977.00</u></u>
Expenditures:	Capital Outlay - Improvements	101-970-000-971.008	\$19,977.00
			<u>\$19,977.00</u>
		Net Expenditures	<u><u>\$19,977.00</u></u>

206 - FIRE FUND

Total Increase \$12,070.00

Increase truck maintenance for damage to Engine 14-1 from 5/22/13. The insurance check was received on 7/12/2013 but the work on the fire engine was not started and completed until 2014. The engine was needed and could not be spared for the repairs until that time. This was to be funded in 2013 by reimbursement from Michigan Municipal Insurance check dated 7/12/13. However, the funds are now part of the prior year fund balance. This is to be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$12,070.00
			<u>\$12,070.00</u>
		Net Revenues	<u><u>\$12,070.00</u></u>
Expenditures:	Auto & Truck Main Station #1	206.206.000.863.001	\$12,070.00
			<u>\$12,070.00</u>
		Net Expenditures	<u><u>\$12,070.00</u></u>

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

Total Increase \$14,863.00

Increase Park Improvements for repair, design and construction to prevent soil erosion at Hydro Park in the amount of \$14,863. The project was originally approved at the May 13, 2013 Board meeting for \$76,988. The project was started in 2013 and 81% completed with expenditures of \$62,125. We will need to budget \$14,863 for the remainder of the project in 2014. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$14,863.00
			<u>\$14,863.00</u>
		Net Revenues	<u><u>\$14,863.00</u></u>
Expenditures:	Park Improvement	212-970-000-975.795	\$14,863.00
			<u>\$14,863.00</u>
		Net Expenditures	<u><u>\$14,863.00</u></u>

Motion to Amend the 2014 Budget (#3):

Move to increase the General Fund budget by \$54,960 to \$8,621,665 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$12,070 to \$5,178,169 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road and General Operations (BSRII) Fund budget by \$14,863 to \$4,634,580 and approve the department line item changes as outlined.

RESOLUTION NO. 2014-10
RESOLUTION APPROVING CONTRACT
AND AUTHORIZING NOTICE

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 18th day of March, 2014, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____
and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of 1) replacement of the existing heating and ventilating systems at the four main pump stations of the Ypsilanti Community Utilities Authority (YCUA) wastewater collection system; 2) improvements to the grit handling system at the headworks of the Wastewater Treatment Plant, including improving the grit processing equipment to provide greater flexibility in the operation of the system; and 3) all necessary appurtenances and attachments thereto (the "Project"), to serve the Township and the City of Ypsilanti (the "City"); and

WHEREAS, a contract (the "Contract") has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Township and the City to provide for the financing of cost of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Ypsilanti Courier*, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on March 18, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of improvements to the grit handling system at the headworks of the Wastewater Treatment Plant, replacement of the existing heating and ventilating systems at the four main pump stations of the Authority wastewater collection system, together with all necessary appurtenances and attachments thereto to service the Township and the City and will issue its bonds in the principal amount not to exceed \$5,000,000 to finance the cost of the acquisition and construction of such wastewater improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$5,000,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 77.81%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed,

the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

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CONTRACT

THIS CONTRACT, dated as of April 23, 2014, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the “Authority”), the CHARTER TOWNSHIP OF YPSILANTI (the “Township”) and the CITY OF YPSILANTI (the “City,” together with the Township referred to as the “Local Units”) both located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as “Act 233”), for the purposes set forth in Act 233 and the Local Units being constituent members of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units that certain wastewater system improvements in the Local Units, consisting of the replacement of existing heating and ventilating systems at the four main pump stations and improving existing grit processing equipment to provide greater flexibility of the system, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the “Project”); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority’s consulting engineers (the “Consulting Engineers”), which said estimate of cost totals not to exceed \$5,000,000; and

WHEREAS, each of the Local Units is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of each of the Local Units with improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of each of the Local Units; and

WHEREAS, the Authority and the Local Units are each agreeable to the execution of this Contract, by and between themselves, to provide, among other things, for the financing of the cost of the Project; and

WHEREAS, each of the Local Units has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for each of the Local Units upon expiration of a period of forty-five days following publication by each of the Local Units of its respective notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the respective Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Units each have previously approved and again approve the establishment of wastewater system improvements in the Local Units under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of each of the Local Units, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM NO. 5 (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the “System”).

SECTION 3. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local

Unit for the purpose of performing the Project.

SECTION 4. The System is designed to serve areas in each of the Local Units as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and each Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in each Local Unit.

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$5,000,000 and the Local Units' combined share thereof (100%) of \$5,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the construction of the Project and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless each of the Local Units, by resolution of its legislative body, (a) approves said increased total cost, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans

and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be improved upon, operated, administered and maintained for the sole use and benefit of the Local Units and their respective users, including contract customers.

SECTION 9. To provide for the construction and financing of the Project in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$5,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the construction of the Project as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall

specify a completion date agreeable to each Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the “Code”), in such a manner as to cause the bonds to be “arbitrage bonds” within the meaning of Code § 103(b)(2) and §148.

SECTION 10. The cost of the System shall be charged to and paid by each Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority (\$5,000,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next October 1st of each year) on September 15 of each year, as follows:

2015	\$195,000
2016	200,000
2017	205,000
2018	210,000
2019	215,000
2020	220,000

2021	225,000
2022	235,000
2023	240,000
2024	245,000
2025	250,000
2026	255,000
2027	265,000
2028	270,000
2029	275,000
2030	285,000
2031	290,000
2032	300,000
2033	305,000
2034	315,000

Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Units to the Authority pursuant to this Section 10 of the Contract. “Local Unit Share” means initially for each Local Unit, the percentage of each payment as follows:

Charter Township of Ypsilanti	77.81%
City of Ypsilanti	22.19%

The Local Unit Share is subject to adjustment on an annual basis based upon existing agreements between the Local Units.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2015, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2014, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.5%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions taken in connection with the System, the Authority shall

notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

Should cash payment be required from each Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, each Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. Each Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2015, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the bonds of the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby

irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2015 for the Township and July 1, 2014 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall

immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any

reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of any Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of said Local Units; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds

issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the

ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, each Local Unit, to the extent legally available, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, each Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, each Local Unit shall, upon written notice and demand from the Authority, but not without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or

delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by each legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by each Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Township, the Mayor and City Clerk of the City and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than \$5,000,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

SECTION 25. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

In the presence of:

CITY OF YPSILANTI

By: _____
Mayor

By: _____
City Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

21974481.3\099369-00036

Detroit Edison



January 10, 2014

Attn: Karen Lovejoy
Charter Township of Ypsilanti
7200 S. Huron River Dr
Ypsilanti, MI 48197

Re: Liberty Square Apartment - Underground Streetlight Removals
Liberty Square Apartments :Demo CWO #36919033

Pursuant to providing removal of equipment at the above location, it is necessary to complete the enclosed agreement and return it to my attention at:

Detroit Edison Company
8001 Haggerty Road S.
Belleville, MI 48111
140 WW Ctr

The price quoted herein shall be in effect for the period of six (6) months from the date hereof. If you have any questions or if we may be of service in any way, please contact me at telephone number (734) 397-4169. My FAX number is 734-397-4284.

Very truly yours,

Linda Lee
Service Planner
Community Lighting

Attachment
PL112

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2014-9

Support of Grove Road Non-Motorized Path

WHEREAS, this Board acknowledges that the Charter Township of Ypsilanti (the "Township") desires to construct a non-motorized path along Grove Road from the Ypsilanti City Limits to Bridge Road and along Bridge Road from Grove Road to North Hydro Park located in Sections 14, 15, 23 and 24 of Ypsilanti Township (the "Project"); and

WHEREAS, this Board recognizes that the Township has received a Transportation Alternatives Program (TAP) grant in the approximate amount of \$1,125,000 which is 75 percent of the total Project construction cost of approximately \$1,500,000; and

WHEREAS, this Board acknowledges that the Township has agreed to pay for all construction and construction engineering costs in excess of the TAP grant funds; and

WHEREAS, this Board acknowledges that the Township has agreed to own, operate and maintain the Grove Road Non-Motorized Path throughout the design life of the facility; and

WHEREAS, this Board recognizes that, the WCRC as our Act 51 Agent, is required to be the recipient of such TAP funds on behalf of the Township as required by the Federal Highway Administration and Michigan Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that this Board supports the Grove Road Non-Motorized Path project, and authorizes the WCRC to administer the Project on behalf of the Township.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

Memorandum of Understanding

Between Charter Township of Ypsilanti and LeForge Station II, LLC and ACC OP Management, LLC To Share Network Infrastructure for a Public Safety Surveillance System

The Charter Township of Ypsilanti (Township) owns and operates a network of digital cameras installed at public locations for the purpose of providing surveillance capabilities as an investigative resource for law enforcement agencies that provide police services to the community. The system is restricted to surveillance of public places open to the general public and access to the recorded images is restricted to authorized law enforcement officials.

In an effort to enhance public safety throughout the community, the Township has extended an offer to public and private entities to join the network by making Township owned network servers and infrastructure available on a prorated cost basis as a shared resource. Each partner entity is responsible for providing and maintaining its own cameras and work stations that may be connected to a Township server. Partner entities will be charged a one-time connection fee and ongoing maintenance fees per camera prorated according to the percentage of server space used. Sharing resources in this manner reduces the individual investment required to participate in the network and makes it more affordable for partners to enhance safety and security at their facilities.

Recorded images may be viewed and downloaded using network software from a shared network server. The partner entity will have direct access to view and download images captured by its own cameras without restrictions; partner entities further agree to permit similar direct access to its images by the Washtenaw County Sheriff's Office or other authorized law enforcement or security agency as an investigative resource for criminal investigations.

LeForge Station II, LLC and ACC OP Management, LLC (ACC) wishes to partner with the Township by connecting its own cameras and work stations to the Township network server. ACC will deploy cameras at its apartment community known as Peninsula Place located at 1000 N. Huron River Drive in the City of Ypsilanti.

ACC agrees to reimburse the Township for the costs associated with its participation in the network and use of the Township server and infrastructure. The Township will invoice ACC as follows:

- Connection fee of \$200 per camera
 - This is a one-time non-recurring fee to be invoiced upon connection
 - Each camera uses 1 of 32 available ports per server
 - The prorated fee provides cost recovery for future network expansion

- Annual maintenance fee of \$50 per camera
 - This is a recurring annual fee for the service agreement to operate and maintain each computer server at a hosted location
 - The fee is prorated and represents the actual cost to maintain service
 - This fee will be invoiced at the time of connection for the remainder of the calendar year, and then at the beginning of each calendar year thereafter

The parties acknowledge that the connection and maintenance fees may be adjusted in the future to reflect the actual costs incurred by the Township to operate the system. ACC will be notified of any fee adjustments.

It is understood that Sheriff's Office and/or Township employees will notify ACC of any problems or maintenance issues observed with its cameras so that corrective measures can be taken.

This Memorandum of Understanding may be amended by mutual agreement of both parties and may be canceled by either party by providing written notice at least 30 days in advance.

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

CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, MI 48197

LEFORGE STATION II, LLC
ACC OP MANAGEMENT, LLC
1000 N. Huron River Drive
Ypsilanti, MI 48197

By: _____
Brenda Stumbo (date)
Township Supervisor

By: Jeff Langen 2-19-14
ACC Representative (date)
JEFF LANGEN RVP

By: _____
Karen Lovejoy Roe (date)
Township Clerk

By: _____
(date)

MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective Date: _____

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions

to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is the most desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-

possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means Mutual Aid Box Alarm System Agreement.
- B. "Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MABAS Members;
- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident,

hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS;
- K. "Executive Board" means the governing body of MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

SECTION THREE

Executive Board of MABAS

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties.

The Executive Board shall consist of a member elected from each Division of MABAS who shall serve as the voting representative of said Division of MABAS matters, and

may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division.

A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedures established and maintained by the MABAS Association.
- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the MABAS Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of the Association commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the Association remains composed of at least two (2) Parties. Parties withdrawing from

the Association and subsequently requesting a mutual aid resource from an Association member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
 - (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts,

subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.

- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

OTHER BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Karen Lovejoy Roe, Clerk
From: Travis McDugald, IS Manager
Re: Request to authorize the replacement of Primary Internet Service for the Civic Center with Comcast Ethernet Dedicated Internet service and authorize the signing of any agreements upon attorney review; expense budgeted in account 101.266.000.857.100.
Date: 26 Feb 2014
Copy To: Mike Radzik, OCS Director

In 2008 the Township installed a 10mbps Internet connection to service Township mail and web services. This agreement with TDS has now expired and reverted to a month-to-month agreement with an unexpected 80% increase in cost.

I have researched several replacement options and found Comcast to provide the best value.

Vendor	Term	Monthly	Install	Speed
Comcast	60	\$803.60	\$250	20M/20M
TDS	60	\$943.93	\$100	12M/12M
Broadband.com	36	\$935.00	\$100	10M/10M
Broadband.com	36	\$1,350.00	\$100	20M/20M

Under the current agreement the Township is paying \$1,625 per month for a 10M connection. The recommended Comcast services will double the speed while reducing the cost and providing a reliable monitored solution. A Comcast dedicated Internet connection comes with a Service Level Agreement, which provides 24/7 active monitoring, and guaranteed uptime.

Costs for this connection are budgeted in account 101.266.000.857.100 and will require signing a standard service agreement pursuant to attorney review. I respectfully request authorization to move forward as recommended to ensure high quality uninterrupted Internet connectivity for our business functions at a reduced cost.



CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request to seek proposals for asbestos abatement and demolition of the residential structure located at 677 N Ivanhoe Ave pursuant to circuit court order 13-812-CZ; action budgeted in General Fund account 101-950.000-969.011 to be recovered by property lien and/or money judgment.

Date: March 10, 2014

Copy To: Board of Trustees
Doug Winters, Township Attorney

677 N Ivanhoe Ave

On August 7, 2013, this single family house was damaged as the result of arson after someone poured gasoline on the back door and set it on fire. The fire department notified the Office of Community Standards that the house was badly rat infested and blighted. The OCS inspected the property and immediately condemned it due to fire damage, blight and structural issues that rendered it uninhabitable. It has been vacant ever since.

Further investigation revealed that the house had been registered as a rental property on May 31, 2013 and was scheduled to be inspected, however the landlord failed to show up for two consecutive appointments. Then on June 20, 2013, the landlord quit claimed the deed to the tenant and the rental registration was canceled. The fire occurred a short time later.

After repeated attempts to gain compliance to repair the house, the OCS received authorization to take the property owner to court. A dispute ensued over who owned the property, and the circuit court eventually determined that the original landlord was responsible for it. The court declared the house to be a public nuisance and ordered it demolished no later than February 16, 2014. As of this date there has been no evidence that the owner has made any preparations to demolish the house to comply with the court order.

To rid the neighborhood of this public nuisance, I respectfully request authorization to seek proposals for asbestos abatement and demolition of the house as authorized by the court order. The costs for this project will be recovered through the legal process by placing a lien on the property and/or seeking a money judgment against the property owner.