

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

April 1, 2014

Regular Meeting – 7:00 p.m.

Work Session – 5:00 p.m.

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197



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

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, APRIL 1, 2014

5:00 P.M.

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

- 1. REVIEW AGENDA ***Supervisor Stumbo***
- 2. OTHER DISCUSSION ***Board Members***

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

**TUESDAY, APRIL 1, 2014
7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. REQUEST OF JAMES V. DIRKES TO APPROVE A PRIVATE ROAD VARIANCE FOR PROPERTY LOCATED AT 5389 BON TERRE
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 18, 2014 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION
 - B. STATEMENTS AND CHECKS
6. ATTORNEY REPORT

OLD BUSINESS

1. 2nd READING RESOLUTION NO. 2014-8, ORDINANCE NO. 2014-435, REQUIRING REGISTRATION OF VACANT SINGLE-FAMILY AND DUPLEX RESIDENTIAL PROPERTIES (1st Reading held at the March 4, 2014 Regular Meeting)

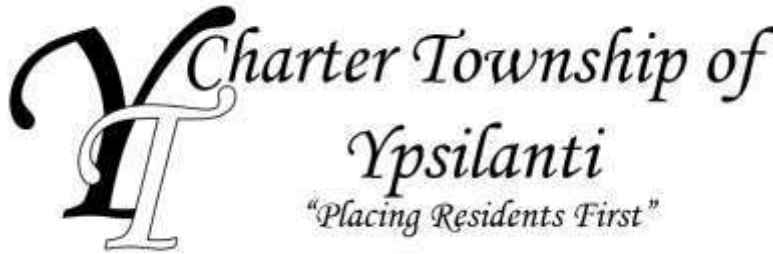
NEW BUSINESS

1. BUDGET AMENDMENT #4
2. RESOLUTION NO. 2014-11, VACANT RESIDENTIAL PROPERTY FEES
3. REQUEST TO AUTHORIZE SIGNING OF THE QUALIFIED VOTER FILE (QVF) ORACLE/EQUIPMENT UPGRADE PROJECT GRANT BETWEEN THE MICHIGAN DEPARTMENT OF STATE AND YPSILANTI TOWNSHIP
4. REQUEST OF BECKETT & RAEDER, INC. TO AMEND CURRENT SERVICE AGREEMENT FOR LAKESIDE PARK, SIGNED AUGUST 26, 2011 IN THE AMOUNT OF \$6,000 IF NEEDED

5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE OF FIRE-DAMAGED HOUSE LOCATED AT 589 CALDER AVENUE, BUDGETED IN LINE ITEM #101.950.000.801.023
6. REQUEST OF MICHAEL SARANEN, HYDRO OPERATOR TO APPROVE PROFESSIONAL SERVICES PROPOSAL OF STANTEC OF ANN ARBOR FOR TYLER DAM PROJECT PHASE 2 IN AN AMOUNT NOT TO EXCEED \$28,000, BUDGETED IN LINE ITEM #252.252.000.801.250
7. RESOLUTION NO. 2014-12, TEMPORARY ROAD CLOSURE REQUEST OF GRACE FELLOWSHIP CHURCH AND ST. MARK LUTHERAN CHURCH FOR A "COMMUNITY STREET FAIR (BLOCK PARTY)"

OTHER BUSINESS

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

To: Karen Lovejoy Roe, Township Clerk
Cc: Nancy Wrybkowski, Deputy Clerk
From: Joe Lawson, Planning Director
Date: March 25, 2014
Re: 5389 Bon Terre – Private Road Variance Request

Please be advised that the Office of Community Standards has received a request from Mr. James V Dirkes to grant a variance from the Township's Private Road Ordinance to permit the construction of a single-family home upon the property located at 5389 Bon Terre.

Please be further advised that Chapter 47 (Private Roads), section 47-33 (Variances) requires the Board to schedule a public hearing to hear such a request.

That being said, could you please place on the next available Board agenda an action item to schedule a public hearing on Tuesday, April 1, 2014 to consider the variance request of Mr. James V Dirkes to permit the construction of a single-family residence upon property located on the non-conforming private road known as BonTerre.

If you should have any questions or are in need of additional information, please feel free to contact me.

The Dirkes Family

1631 Acacia Drive NW, Grand Rapids, MI 49504
616 450 8653 jvdirkes2@gmail.com

November 24, 2013

Mr. Joseph Lawson, Planning Director
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
jlawson@ytown.org

Subject: Zoning for Parcel K-11-30-100-033 on Bon Terre Drive

Dear Mr. Lawson,

Thanks for the time you spent recently (mid-August) discussing my property on Bon Terre Drive. In brief, we purchased this property over 20 years ago intending to build a home on it. Due to miscommunication or misunderstanding, we learned after our purchase that the Township was not willing to allow us to build a home on the property due primarily to the length of the road, which has only one means of ingress / egress.

We moved to Grand Rapids in 1993 and have been busy with work, family and other life activities. Recently, though, we have been considering a move back to the Ypsi / Ann Arbor area and also have adult children who either live there or are considering a similar move and may want to build a home. As a result, we would like to re-open the discussion of zoning for that property so that a home may be built on it.

From our conversation, I understand that the Township may be willing to grant a variance to their current zoning which would allow building a home on our property as long as road maintenance is kept up. We would very much like to have a variance for the zoning so that the property can have a home built upon it and are requesting the Township for such a variance. Restrictions similar to those applicable to the current residents of Bon Terre Drive are perfectly acceptable to us.

Since I have delayed writing this for three months, please feel free to call or write for a memory refresher! We are happy to answer any questions or clarify any aspect of this request.

Sincerely,

A handwritten signature in blue ink that reads "J Dirkes II". The signature is stylized with a large, looped initial "J" and a double underline under the name "Dirkes II".

James V. Dirkes II



**Office of Community Standards
Planning Department**

**Staff Report
Private Road Variance Request
5389 BonTerre**

March 24, 2014

CASE LOCATION AND SUMMARY

The Office of Community Standards has received a variance request from the property owner of 5389 BonTerre in order to permit the construction of a single-family residential structure on a non-conforming private road. Per the requirements of the private road ordinance, any such variance shall be considered by the Board of Trustees after holding a public hearing which has previously been scheduled by the Board for April 1, 2014. All required public hearing notices and mailings have been fulfilled per ordinance requirements.

APPLICANT

Mr. Jim Dirkes - Owner
1631 Acacia Drive. NW
Grand Rapids, MI 49504

CROSS REFERENCES

Ordinance citations:

- Chapter 47 – Private Roads

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The 1.95 acre subject property is currently vacant with the property owner proposing the construction of a single-family residence. The property is currently zoned R-1, single-family residential and further has a future land use designation of SFR1 – single-family residential.

5389 BonTerre – Variance Request
 March 24, 2014



ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	Rural Residential	R-1	SFR1
South	Rural Residential	R-1	SFR1
East	Rural Residential	R-1	SFR1
West	Rural Residential	R-1	SFR1

NATURAL FEATURES

No natural features will be adversely impacted by this proposed project.

ANALYSIS

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Planning Department – Staff has reviewed the request of applicant per the standards noted within Chapter 47 (Private Roads) of the Township Municipal Code. During a the review of the current conditions of BonTerre, it has been determined by the undersigned that the subject road is considered a non-conforming private road. The reason for the non-conforming designation has to do with the fact that the road currently serves 5 single-family homes while utilizing a gravel surface. BonTerre also does not have the appropriately sized cul-de-sac turnaround at its terminus per the adopted standards. That being said, the ordinance requires that prior to the construction of a 5th house on a one acre or larger lot, the road must be constructed to a standard that includes a 24-foot wide paved road surface that is located within a 66-foot right-of-way and that adequate drainage swales or ditches shall be provided for proper drainage. The request as understood is requesting the construction of a 6th house without upgrading the road to the specified standards (paving, drainage etc...).

The undersigned has also requested that the Township Fire Marshal inspect BonTerre for adequate access for fire and or other emergency vehicles. Fire Marshal Chevrette’s comments are noted below.

On a final note, as the Board may recall, in 2010, the Board granted a similar variance request to the Cousino family who also owns property on BonTerre. Though the Cousino home associated with the grated variance has yet to be constructed, said variance is still valid until November 15, 2014. Should the Dirkes variance be approved and both homes constructed BonTerre will then serve 7 homes as opposed to the current 5.

Assessing Department – No comments at this time.

Fire Department – On March 14, 2014, Fire Marshal Chevrette conducted an inspection on the subject road to verify adequate means of ingress for any emergency first responders. Fire Marshal Chevrette noted “The road width is within the requirements for a fire access road. The only problem is the road is in bad shape and there is no way a fire engine could get down the road without getting stuck in the ruts. The surface of the road would have to be brought up to standards of IFC Chapter 5 section 503.2.3. I would not approve for anyone to build on this road until it is brought to standard.”

RECOMMENDATION

Based on the request and information presented to this office and in the opinion of the undersigned that the granting of the requested variance will not have a detrimental or adverse impact on the neighboring property owners or the Township as a whole, it is the recommendation of staff that the Board approve the requested variance request per the authority granted under section 47-33 of the Township Municipal Code with the following conditions:

1. The road surface shall be upgraded and maintained to a standard determined to be adequate by the Township Fire Marshal in order to provide safe and proper means of ingress/egress for emergency vehicles and personnel.
2. The property owner shall enter into a road maintenance agreement, to be recorded with the County Register of Deeds, with all other property owners of BonTerre.

Respectfully submitted,



Joseph Lawson
Planning Director

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 18, 2014 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 4:30 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, and Scott Martin

Members Absent: Trustee Mike Martin

Legal Counsel: Wm. Douglas Winters

EXECUTIVE SESSION-FIREFIGHTER NEGOTIATIONS UPDATE

A motion was made by Trustee Eldridge, supported by Treasurer Doe to go into Executive Session to discuss Firefighter Negotiations.

The motion carried as follows:

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

The Board went into Executive Session at approximately 4:33 p.m. and returned to the Work Session at approximately 6:20 p.m. (Trustee Hall Currie and S. Martin arrived during Executive Session at 4:49 p.m.)

REVIEW BOARD MEETING AGENDA

The following item was moved to the beginning of the agenda to allow Jeff Castro, YCUA Director and Tom Colis, Bonding Attorney to attend the Ypsilanti City Council at 7:00 p.m.

NEW BUSINESS

- 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**

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 18, 2014 WORK SESSION MINUTES
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Jeff Castro, YCUA Director briefly described the first project consisting of the replacement of existing heating and ventilation systems at the four main pump stations.

Scott Westover, YCUA Engineer briefly described the second project consisting of improving existing grit processing equipment to provide greater flexibility of the system. He provided the following costs for the projects: 1) Pump Stations - \$1.9 million and 2) Grit Handling System - \$2.4 million.

Tom Colis, Bond Attorney provided an overview of the financing process for the bonds.

Trustee Scott Martin commended YCUA for doing such a good job in keeping these systems working so well for the past thirty-two years.

Supervisor Stumbo asked for clarification regarding the allocation of cost sharing to the Township.

Supervisor Stumbo returned to the Board Meeting Agenda with additional comments on the following items:

CONSENT AGENDA

A. MINUTES OF THE MARCH 4, 2014 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION

Supervisor Stumbo stated she had asked for one correction in the Work Session Minutes. Clerk Lovejoy Roe stated it had been corrected.

CLERK REPORT

- **MAY 6, 2014 ELECTION** -On Tuesday, March 4, 2014 the Election Committee met to consolidate precincts for the May 6, 2014 election. The precincts consolidated for the May 6, 2014 election only were: Precincts 2 & 3, located at Polo Fields of Washtenaw, Precincts 5 & 6, located at the Community Center, Precincts 9 &10, located at Erickson School, Precincts 11 & 12 located at Rawsonville School, and Precincts 13 & 15, located at the new location, Girl Scouts Heart, on James L. Hart Pkwy. Ballots, envelopes and absentee applications for the May 6, 2014 election have all been ordered. Scheduling for elections workers, chairpersons and receiving board workers is underway. The special election is at the request of the Ann Arbor Area Transportation Authority (AAATA) for a millage to fund an expansion of the current AAATA services in the Cities of Ann Arbor and Ypsilanti and the Township of Ypsilanti. AAATA will provide reimbursement for the costs of this election.

CHARTER TOWNSHIP OF YPSILANTI
MARCH 18, 2014 WORK SESSION MINUTES
PAGE 3

- **PRECINCT MAPS**-The Clerk's office staff has been working on the draft and final copies of new precinct maps for Ypsilanti Township. The Ypsilanti Township Election Committee and the State Bureau of Elections approved changes to precincts lines and also locations in 2013. Changes were required because of the growth of population in some precincts. Some precinct locations were changed to more safely and adequately handle elections. The new maps have been ordered and will be available by Friday, March 14, 2014. The new maps have a complete street listing on the back of all the streets located in specific precincts. The new maps distinctly define the new precinct divisions and also list out the locations of all the precincts in Ypsilanti Township.
- **MICHIGAN BUREAU OF ELECTIONS TRAINING**- Clerk's staff attended a state wide election certification and training on Thursday, February 20, 2014. The state wide training was conducted at the Charter Township of Ypsilanti Civic Center in the Board Room. The training was conducted as a train-the-trainer format. Ypsilanti Township hosted the training for Clerks from throughout the state of Michigan. The State Bureau of Elections and the visiting Clerk's were very satisfied with the Board Room and the Civic Center as a training facility.
- **GROVE ROAD BIKEPATH AND DTE LED LIGHTING PROJECT**-On Monday, March 3, 2014 Supervisor Stumbo, Treasurer Doe, Clerk Karen Lovejoy Roe and Residential Services Director, Jeff Allen met with Joseph Honce from DTE and Jason Faron, Factory Sales Representative from Holophane Lighting to discuss placement and types of lighting to be installed on Grove Road. This lighting project is planned to be a part of the Grove Road Bikepath rehabilitation project that is scheduled for construction in 2014. Ypsilanti Township received grant funds for the majority of the Grove Road Bikepath reconstruction project. The Ypsilanti Township board has approved the grant and the reconstruction project. A resolution supporting the project is scheduled to be on the Ypsilanti Township Board agenda for Tuesday, March 18, 2014. The plans for the DTE lighting upgrades were reviewed at the internal meeting and some small changes were requested of DTE. DTE will present a final lighting plan that will be a part of a future Ypsilanti Township board meeting agenda seeking approval and funding for the lighting project.
- **HUD COMMUNITY CHALLENGE GRANT/HABITAT**- Habitat for Humanity closed on Friday, March 7, 2014 on three homes in Gault Village as a part of the HUD Challenge Grant. The three homes were purchased completely with funds from the HUD Challenge Grant for \$75,000. Habitat has recently hired a new staff person with funding from the HUD Community Challenge Grant to work specifically to help Habitat develop and grow programs through outreach in the West Willow neighborhood about Homeownership, critical repair and weatherization. The new Habitat staff person will also work closely with the New West Willow Neighborhood Association, Washtenaw County, the University of Michigan and other groups that are working in West Willow.

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 stated the 1st reading was held at the February 18, 2014 Regular Meeting and she requested the 2nd Reading be tabled to allow the Township to meet with Lincoln Consolidated Schools. She asked that the item to be placed on the April 1, 2014 meeting agenda.

NEW BUSINESS

- 1. BUDGET AMENDMENT #3**

Clerk Lovejoy Roe and Supervisor Stumbo provided a detailed explanation regarding the budget amendment.

- 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 (OPERATION COST SAVINGS OF \$11,844.32)**

Supervisor Stumbo explained the request to remove the street lights and the annual expense of operating the lights.

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

Supervisor Stumbo stated it was a requirement to formally adopt a resolution for any grant the Township received. The Supervisor provided a detailed review of the work to be done. She said residents had been informed that the Township was moving forward with the improvements and had been given an opportunity to respond with any questions they might have. She explained that a lighting plan for the road and bike path would be coming to the Board at a later date.

- 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**

Supervisor Stumbo provided an explanation of the request.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 18, 2014 WORK SESSION MINUTES
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Mike Radzik, OCS Director provided clarification on the collaborative effort with the City and EMU to improve the public safety along that corridor.

Trustee Eldridge asked if this Memorandum of Understanding was intended to be open ended, without an expiration, and received confirmation, from Mike Radzik that it was.

Supervisor Stumbo asked for clarification regarding the placement of cameras, since Peninsular Place was actually located in the City.

Mike Radzik stated Camtronics planned to place a total of ten cameras, two at each entrance of Peninsular Place, but pointed across the road.

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

Mike Radzik provided a brief overview of the conditions at 1715 Beverly which had been reported by a concerned citizen.

AUTHORIZATIONS & BIDS

AUTHORIZATION:

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR AUTHORIZATION TO REPLACE CIVICE CENTER PRIMARY INTERNET SERVICES 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 AGREEMENTS, CONTINGENT UPON ATTORNEY REVIEW**

Supervisor Stumbo stated this replacement would save money and result in faster service.

- 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 ORDER, BUDGETED IN LINE ITEM #101.950.000.969.011 WITH FUNDS RECOVERED THROUGH PROPERTY LIEN AND/OR MONEY JUDGMENT**

Mr. Radzik provided an overview of this property, which had intentionally been set on fire. He explained Attorney McLain had just received word from the property owner, residing in California, that she was under the impression the property had already been

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 18, 2014 WORK SESSION MINUTES
PAGE 6**

demolished. Mr. Radzik stated they would wait until April 1, 2014 to confirm the owner had actually had the work done and if not, move forward with the court order.

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**

Jeff Allen, RDS Director provided a brief explanation regarding the amendment.

Matt Parks, OHM explained the breakdown of the proposal dated March 10, 2014.

Supervisor Stumbo explained the ADA survey had been discussed and confirmed this action would authorize OHM to finalize the proposal and develop the bids to bring back to the Board.

OTHER DISCUSSION

Supervisor Stumbo said she would be leaving after the board meeting this evening to attend the wake for Floyd Walls II, a retired City of Ypsilanti firefighter and friend to many.

Jeff Allen received a call from Ed Wooten regarding tests on his heart scheduled for Friday.

Supervisor Stumbo also informed everyone that Harry Hutchinson had passed away.

ADJOURNMENT

The meeting adjourned at approximately 6:49 P.M.

Respectfully submitted,
Karen Lovejoy Roe, Clerk

**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

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 18, 2014 REGULAR MEETING MINUTES
PAGE 2**

- 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>\$34,982.60</u>
Expenditures:	Street Lighting Non Assessable	101-956-000-926.000	\$34,982.60
			<u>\$34,982.60</u>
		Net Expenditures	<u>\$34,982.60</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>\$19,977.00</u>
Expenditures:	Capital Outlay - Improvements	101-970-000-971.008	\$19,977.00
			<u>\$19,977.00</u>
		Net Expenditures	<u>\$19,977.00</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>\$12,070.00</u>
Expenditures:	Auto & Truck Main Station #1	206.206.000.863.001	\$12,070.00
			<u>\$12,070.00</u>
		Net Expenditures	<u>\$12,070.00</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>\$14,863.00</u>
Expenditures:	Park Improvement	212-970-000-975.795	\$14,863.00
			<u>\$14,863.00</u>
		Net Expenditures	<u>\$14,863.00</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:

In the presence of:

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

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

Executive Session Minutes

- A. The March 18, 2014 Executive Session Minutes will be distributed to Board Members prior to the meeting.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<i>Hand Checks</i>					
Bank AP AP					
03/11/2014	AP	164431	6821	AT & T	286.93
03/11/2014	AP	164432	6821	AT & T	63.51
03/11/2014	AP	164433	6821	AT & T	24.43
03/11/2014	AP	164434	6821	AT & T	29.17
03/11/2014	AP	164435	6821	AT & T	23.17
03/11/2014	AP	164436	0363	COMCAST CABLE	94.85
03/11/2014	AP	164437	0363	COMCAST CABLE	84.90
03/11/2014	AP	164438	0363	COMCAST CABLE	229.85
03/11/2014	AP	164439	SIC	STANDARD INSURANCE COMPANY	2,280.96
03/11/2014	AP	164440	1475	VERIZON WIRELESS	83.66
03/12/2014	AP	164441	0118	DTE ENERGY	19,710.78
03/12/2014	AP	164442	2600	STATE OF MICHIGAN	26.00
03/13/2014	AP	164443	6821	AT & T	1,793.63
03/13/2014	AP	164444	0363	COMCAST CABLE	91.68
03/13/2014	AP	164445	0363	COMCAST CABLE	241.54
03/13/2014	AP	164446	0426	GUARDIAN ALARM	570.19
03/13/2014	AP	164447	1475	VERIZON WIRELESS	70.80
03/13/2014	AP	164448	1475	VERIZON WIRELESS	1,213.34
03/13/2014	AP	164449	1475	VERIZON WIRELESS	1,293.50
03/13/2014	AP	164450	0480	YPSILANTI COMMUNITY	196.85
03/14/2014	AP	164451	12904	BRENDA JOHNSON	14.00
03/14/2014	AP	164452	C. BANUELO	CHRISTINA BANUELOS	14.00
03/14/2014	AP	164453	D. GORZEN	DANIEL GORZEN	14.00
03/14/2014	AP	164454	D. VETTER	DEBRA VETTER	14.00
03/14/2014	AP	164455	F. LOCKLEA	FRED LOCKLEAR	14.00
03/14/2014	AP	164456	H. NOE	HAROLD NOE	14.00
03/14/2014	AP	164457	J. MILLER	JAMES MILLER	14.00
03/14/2014	AP	164458	J. CHURCH	JAMIE CHURCH	14.00
03/14/2014	AP	164459	J. GERNDT	JEFFREY GERNDT	14.00
03/14/2014	AP	164460	J. JEDELE	JENEFER JEDELE	14.00
03/14/2014	AP	164461	J. HEISLER	JENNIFER HEISLER	14.00
03/14/2014	AP	164462	J. MOUNTFO	JENNIFER MOUNTFORD	14.00
03/14/2014	AP	164463	L. WEATHER	LAVADA WEATHERS	14.00
03/14/2014	AP	164464	L. JOHNSON	LINDA JOHNSON	14.00
03/14/2014	AP	164465	L. SANFORD	LONNY SANFORD	14.00
03/14/2014	AP	164466	L. PASCHAL	LUCINDA PASCHAL	14.00
03/14/2014	AP	164467	M.HARGROVE	MARCIA HARGROVE	14.00
03/14/2014	AP	164468	M. BERNARD	MARIA BERNARD	14.00
03/14/2014	AP	164469	M. BILBEY	MARTHA BILBEY	14.00
03/14/2014	AP	164470	M. BAGWELL	MARY BAGWELL	14.00
03/14/2014	AP	164471	M. POQUETT	MAX POQUETTE	14.00
03/14/2014	AP	164472	N. HERRON	NICOLE HERRON	14.00
03/14/2014	AP	164473	R. KELCHAK	RACHELLE KELCHAK	14.00
03/14/2014	AP	164474	R. MAYER	REBECA MAYER	14.00
03/14/2014	AP	164475	R. DONOVAN	REBECCA DONOVAN	14.00
03/14/2014	AP	164476	T. BEHLER	THOMAS BEHLER	14.00
03/14/2014	AP	164477	T. DENNEY	THOMAS DENNEY	14.00
03/19/2014	AP	164478	0363	COMCAST CABLE	134.85
03/19/2014	AP	164479	0363	COMCAST CABLE	84.85
03/19/2014	AP	164480	15421	WEX BANK	1,961.38
03/19/2014	AP	164481	6442	STATE OF MICHIGAN M.D.N.R.E.	600.00

AP TOTALS:

Total of 51 Checks:	31,568.82
Less 0 Void Checks:	0.00
Total of 51 Disbursements:	<u>31,568.82</u>

Accounts Payable Checks - 517,930.95

Hand Checks - 31,568.82

Total - 549,493.77

HEALTH Deductible Utilization - Electronic Funds
January 2014 - 35,049.51
February 2014 - 48,471.08

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
03/24/2014	AP	164482	15493	ADAM KURTINAITIS	630.00
03/24/2014	AP	164483	AIRGAS	AIRGAS	2,367.63
03/24/2014	AP	164484	15184	AMERIGAS - YPSILANTI	737.47
03/24/2014	AP	164485	0022	ANN ARBOR WELDING SUPPLY CO	78.21
03/24/2014	AP	164486	6211	APOLLO FIRE APPARATUS REPAIR	2,328.61
03/24/2014	AP	164487	0215	AUTO VALUE YPSILANTI	391.37
03/24/2014	AP	164488	0667	AUTOMATED BUSINESS MACHINES	183.00
03/24/2014	AP	164489	0777	BANDIT INDUSTRIES	144.48
03/24/2014	AP	164490	0007	BECKETT & RADEDER	415.68
03/24/2014	AP	164491	1094	C & G GRINDING	1,045.00
03/24/2014	AP	164492	CALL CTR	CALL CENTER/SHARED SERVICES LLC	999.00
03/24/2014	AP	164493	16315	CAMTRONICS COMMUNICATIONS CO.	596.69
03/24/2014	AP	164494	CS&S	CAPITAL SUPPLY & SERVICE	149.48
03/24/2014	AP	164495	15988	CAROLYN WEINS	234.50
03/24/2014	AP	164496	0870	CHARTER TOWNSHIP OF SUPERIOR	82.21
03/24/2014	AP	164497	2276	CINCINNATI TIME SYSTEMS	693.20
03/24/2014	AP	164498	1312	COMPLETE BATTERY SOURCE	21.21
03/24/2014	AP	164499	0582	CONGDON'S	17.96
03/24/2014	AP	164500	0223	CORRIGAN OIL COMPANY	605.00
03/24/2014	AP	164501	D. PAWLAK	DOREEN PAWLAK	120.00
03/24/2014	AP	164502	EASTERN OI	EASTERN OIL COMPANY	1,974.36
03/24/2014	AP	164503	15987	EDGAR RAINEY	99.00
03/24/2014	AP	164504	2913	EMERGENCY VEHICLE SERVICES	3,222.60
03/24/2014	AP	164505	6951	EMERGENCY VEHICLES PLUS	702.17
03/24/2014	AP	164506	2898	EMERENT HEALTH PARTNERS	5,556.94
03/24/2014	AP	164507	1200	FEDERAL EXPRESS CORPORATION	337.01
03/24/2014	AP	164508	FOREUP	FOREUP	3,600.00
03/24/2014	AP	164509	0131	FULLER HEATING COMPANY	579.00
03/24/2014	AP	164510	GMIS	GMIS INTERNATIONAL HEADQUARTERS	150.00
03/24/2014	AP	164511	1233	GORDON FOOD SERVICE INC.	75.98
03/24/2014	AP	164512	GLDS	GREAT LAKES DATA SYSTEMS	74.50
03/24/2014	AP	164513	G.CRUMP	GREGORY CRUMP	51.00
03/24/2014	AP	164514	6414	GRIFFIN PEST SOLUTIONS	90.00
03/24/2014	AP	164515	6551	HANS AUTO ELECTRIC	159.95
03/24/2014	AP	164516	6547	HERITAGE NEWSPAPERS	233.00
03/24/2014	AP	164517	0503	HOME DEPOT	523.25
03/24/2014	AP	164518	5641	INTERNATIONAL CODE COUNCIL*	125.00
03/24/2014	AP	164519	J. ETCHISO	JAVIN ETCHISON	60.00
03/24/2014	AP	164520	J. NIECE	JAZMIN NIECE	70.00
03/24/2014	AP	164521	4467	JOHN DEERE LANDSCAPES	588.00
03/24/2014	AP	164522	16408	JTW PIPES LLC	200.00
03/24/2014	AP	164523	0391	KONICA MINOLTA - ALBIN	231.49
03/24/2014	AP	164524	6467	LOWE'S	87.24
03/24/2014	AP	164525	6507	LOWER HURON SUPPLY	830.34
03/24/2014	AP	164526	6467	LOWES	55.95
03/24/2014	AP	164527	0236	MADCPO	125.00
03/24/2014	AP	164528	4720	MAPS BY WAGNER	50.00
03/24/2014	AP	164529	0158	MARK HAMILTON	1,500.00
03/24/2014	AP	164530	M. BASS	MARY BASS	70.00
03/24/2014	AP	164531	M.SELL	MATTHEW SELL	100.00
03/24/2014	AP	164532	0253	MCLAIN AND WINTERS	9,775.00
03/24/2014	AP	164533	6420	MICHAEL HOUGHTON	576.23
03/24/2014	AP	164534	16001	MICHAEL MEYER	150.00
03/24/2014	AP	164535	16461	MICHIGAN LINEN SERVICE, INC.	842.22
03/24/2014	AP	164536	11271	MILL CREEK SPORT CENTER	279.50
03/24/2014	AP	164537	2400	MRPA	40.00
03/24/2014	AP	164538	2986	NAPA AUTO PARTS*	9.92
03/24/2014	AP	164539	16092	NATIONAL FIRE CODES	1,165.50
03/24/2014	AP	164540	6269	NFPA	165.00
03/24/2014	AP	164541	2997	OFFICE EXPRESS	78.49
03/24/2014	AP	164542	0309	ORCHARD, HILTZ & MCCLIMENT INC	1,297.50
03/24/2014	AP	164543	16486	PAETEC	476.86
03/24/2014	AP	164544	P. POWER	PETER POWER	1,295.00
03/24/2014	AP	164545	2966	PITNEY BOWES	1,482.39
03/24/2014	AP	164546	6045	Q.P.S PRINTING	124.93
03/24/2014	AP	164547	15386	RICOH USA, INC.	133.00
03/24/2014	AP	164548	3059	RUBBER STAMPS UNLIMITED INC	18.75
03/24/2014	AP	164549	S. FRYE	SHAVAUHGN FRYE	80.00
03/24/2014	AP	164550	0387	SOCIETY FOR HUMAN RESOURCES	185.00
03/24/2014	AP	164551	2990	SOUTHEASTERN EQUIPMENT	2,316.09
03/24/2014	AP	164552	15751	SOUTHERN COMPUTER WAREHOUSE	79.17
03/24/2014	AP	164553	3002	SPARTAN CHASSIS, INC.	881.54
03/24/2014	AP	164554	1507	SPARTAN DISTRIBUTORS	2,079.28
03/24/2014	AP	164555	SPECTORSOF	SPECTORSOFT CORP	562.50
03/24/2014	AP	164556	3022	STANDARD PRINTING	204.00
03/24/2014	AP	164557	6442	STATE OF MICHIGAN M.D.N.R.E.	200.00
03/24/2014	AP	164558	T. KELLY	T. KELLY	80.00
03/24/2014	AP	164559	15787	THOMAS REUTERS	35.97

AP Checks

User: mharris

CHECK NUMBERS 164482 - 164569

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
03/24/2014	AP	164560	2907	TIRE MAX	4,240.00
03/24/2014	AP	164561	15941	TODD BARBER	1,350.00
03/24/2014	AP	164562	T. MALONE	TONI MALONE	39.04
03/24/2014	AP	164563	6627	VICTORY LANE	81.57
03/24/2014	AP	164564	0163	WASHTENAW COUNTY ROAD	369.92
03/24/2014	AP	164565	0163	WASHTENAW COUNTY ROAD	388.81
03/24/2014	AP	164566	0444	WASHTENAW COUNTY TREASURER#	448,061.25
03/24/2014	AP	164567	WASHTENAW	WASHTENAW URGENT CARE	145.00
03/24/2014	AP	164568	WORKSQ	WORK SQUARED	4,518.24
03/24/2014	AP	164569	0480	YPSILANTI COMMUNITY	760.80

AP TOTALS:

Total of 88 Checks:

517,930.95

Less 0 Void Checks:

0.00

Total of 88 Disbursements:

517,930.95

ATTORNEY REPORT

GENERAL LEGAL UPDATE

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2014-8

Vacant Residential Properties

Whereas, the Township Board has seen an increase in vacant residential properties since the foreclosure crisis in 2007, and

Whereas, a number of vacant residential properties have been allowed to deteriorate resulting in unsecured structures, burst water pipes, collapsed roofs, unmaintained lawns and shrubs; and

Whereas, the Township Board of Trustees finds that it is in the best interest of the health, safety and welfare of Township residents to regulate vacant residential properties by requiring that such properties register with the Office of Community Standards; and

Whereas, the ordinance requires that vacant properties be inspected, maintained and secured in accordance with the standards set forth in the 2012 International Property Maintenance Code;

Now Therefore, Be it resolved, that Ordinance No. 2014-435 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2014-435

An Ordinance to Amend Chapter 48 of the Ypsilanti Charter Township Code of Ordinances to Require Registration of Vacant Single Family and Duplex Residential Properties

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Code of Ordinances is amended as follows:

Add the following new article to Chapter 48 entitled Property Maintenance:

Section 1 - Purpose

The purpose of this article is to prevent the deterioration of Township neighborhoods by regulating vacant abandoned and foreclosed single family and duplex properties to insure that such properties are in compliance with all applicable state law and Township Code requirements including the Township property maintenance code adopted by the Township in sections 48-27 and 48-28 of the Ypsilanti Township Code of Ordinances.

Section 2 – Definitions

As used in this article:

Code compliance certificate means an annual certificate issued by the township Office of Community Standards that the structure is in compliance with all applicable state law and Township Code requirements, including the Township's Property Maintenance Code.

Owner means any person or entity with legal or equitable ownership or possessory interest in any residential structure. The owner shall include, but not be limited to: a bank, credit union, trustee, financial institution or trust which is in possession (in whole or in part) of the real property, foreclosing a lien or mortgage interest in the affected property, but may or may not have legal or equitable title.

Vacant property means a single family or duplex residential structure that remains unoccupied for a period in excess of 30 days. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, tending to personal matters or business, or property that is not intended by the owner to be left vacant.

Section 3 - Scope

The provisions of this article shall apply to all existing single family and duplex residential, structures. This article does not relieve any person from compliance with all other township ordinances, the state building code, and all other laws, rules and regulations.

Section 4 - Evidence of vacant property.

Evidence of vacancy shall include any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk and/or debris; boarded up windows; abandoned vehicles, auto parts or materials; the absence of or continually drawn window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with habitation or occupancy; statements by neighbors, delivery agents or utility agents, including Township employees, that the property is vacant.

Section 5 - Registry of vacant properties.

There is hereby created in the township Office of Community Standards a registry of vacant single family and duplex residential structures.

Section 6 - Vacant properties to be registered annually

Owners of real property are required to register all vacant single family and duplex residential properties within 30 days of the vacancy and to reregister the properties annually thereafter. Residential owners of single family and duplex structures that are vacant at the time of the enactment of this article must register within 30 days.

Section 7 - Owner's registration form; content.

Owners who are required to register their properties pursuant to this article shall submit a completed vacant property registration form, as provided by the township Office of Community Standards containing the following information:

- (1) The name of the owner of the property.
- (2) A mailing address where mail may be sent that will be acknowledged as received by the owner. If certified mail/return receipt requested is sent by the township Office of Community Standards to the address and the mail is returned marked "refused" or "unclaimed," then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement. If ordinary mail sent by the township Office of Community Standards to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (3) The name of an individual responsible for the care and control of the vacant property. Such individual may be the owner, if the owner is an individual, or may be someone other than the owner with whom he/she has contracted.

- (4) A current address, phone number, fax, and email address (if fax and email addresses are available) where communications may be sent that will be acknowledged as received by the owner or individual responsible for the care and control of the property. If certified mail/return receipt requested is sent to the address and the mail is returned marked "refused" or "unclaimed," or if ordinary mail sent to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (5) Authorization to the township staff to access the exterior of the property for inspection purposes.
- (6) Verification that the utilities and the furnace are functioning.

Section 8 - Annual registration and safety and blight inspection fee.

The annual registration and safety and blight inspection fees shall be set by the Township Board to offset the cost of processing the form, conducting the safety and blight inspection and maintaining the records. In addition, if an owner fails to register, the owner shall be assessed the added cost of the Township's expense in having to determine ownership, which may include, but is not limited to title search and legal expenses.

Section 9 - Requirement to keep information current.

If at any time the information contained in the registration form is no longer valid, the property owner shall within ten (10) days file a new registration form containing current information. There shall be no fee to update the current owner's information.

Section 10 - Inspections required.

Owners of vacant single family and duplex residential structures who are required to file an owner's registration form under this article must immediately obtain and pay for a township Office of Community Standards safety and blight inspection of the vacant property; and if applicable, obtain necessary permits for required repairs; make required repairs; obtain any follow-up inspections from the township Office of Community Standards thereafter to ensure the structure is safe, secure and maintained to the standards of the Township's Property Maintenance Code and Water and Sewer Requirements set forth in Chapters 48 and 62 of the Township Code. The owner or the owner's agent shall certify by affidavit that all water, sewer, electrical, gas, HVAC, plumbing systems, roofing, structural systems, foundations, and drainage systems are sound, operational, or properly disconnected. The owner or the owner's agent shall also certify by affidavit that the property is in compliance with the township's property maintenance code, and the water and sewer requirements set forth in Chapters 48 and 62 of the Township Code.

Section 11 - Building inspection; maintenance and security requirements.

Properties subject to this article shall be maintained and secured to comply with the minimum security fencing, barrier and maintenance requirements of the township's property maintenance code.

Pools, spas, and other water features shall be kept in working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and must comply with the minimum security fencing, barrier and maintenance requirements of the Property Maintenance Code.

Vacant properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and/or structure(s). Broken windows must be repaired or replaced within 7 days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than 30 days.

Section 12 - Open property; securing fee.

Property subject to this article that is left open and/or accessible shall be subject to entry by the township in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured and in compliance with the Township's Property Maintenance Code. The owner of property subject to this article which property is found open or unsecured shall be responsible for paying a securing fee as set by the township board to offset the cost incurred by the township in contacting the owner or management company to secure the property. If the owner and/or management company cannot be contacted or does not secure the property within a reasonable time, the owner shall be responsible for paying the cost incurred by the township in securing the property.

Section 13 - Reoccupation of vacant property; notification to township.

Prior to reoccupation of property that is subject to this article, the owner shall notify the Township that the property has been sold or rented, and to whom.

Section 14 - Fire damaged property.

If an occupied structure is damaged by fire, the owner has 30 days, unless otherwise extended by the Director of Community Standards or his designee, from the date of the fire to apply for a permit to start construction or demolition. Failure to do so will result in the property being deemed vacant and subject to the requirements of this article.

Section 15 - Unpaid fees; assessment.

All fees hereunder that remain unpaid after 14 days written notice to the owner/management company shall be assessed against the property as a lien and placed on the tax roll.

Section 16 - Penalties; municipal civil infraction.

Except as otherwise provided, a violation of this article shall be a municipal civil infraction subject to prosecution and penalty under MCL 42.21(3). The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law. Violation of this article shall be a municipal civil infraction and for the first offense subject to a minimum \$200.00 fine and any of the penalties authorized under MCL 600.8727 and/or MCL 600.8302. Second or subsequent offenses shall be subject to a minimum fine of \$400.00 and any of the penalties authorized under MCL 600.8727 and/or MCL 600.8302. Each day that a violation continues shall be considered a separate offense.

Severability

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

**CHARTER TOWNSHIP OF YPSILANTI
2014 BUDGET AMENDMENT #4**

April 1, 2014

**248 - RENTAL INSPECTION FUND -- REQUEST TO CHANGE FUND NAME TO--
HOUSING & BUSINESS INSPECTION FUND**

Total Increase \$30,160.00

Increase budget to accommodate for the fees and expenditures for vacant residential property ordinance. Expenditures to cover one full-time temporary/seasonal employee, employer's portion of Medicare and deferred compensation, uniform, equipment, and computer. This is funded by the service charge fee for vacant property inspections.

Revenues:	CHRG FOR SERV-VACANT PROP INSPECT	248-000-000-607.400	\$30,160.00
			<u>Net Revenues</u> <u><u>\$30,160.00</u></u>
Expenditures:	TEMP/SEASONAL - VACANT PROP INSPECT	248-248-000-707.400	\$24,000.00
	FICA/MEDICARE	248-248-000-715.000	\$348.00
	DEFERRED COMPENSATION EMPLOYEE	248-248-000-723.000	\$312.00
	UNIFORMS-NEW AND BADGES	248-248-000-741.001	\$500.00
	EQUIPMENT	248-248-000-977.000	<u>\$5,000.00</u>
			<u>Net Expenditures</u> <u><u>\$30,160.00</u></u>

Motion to Amend the 2014 Budget (#4):

Move to increase the RENTAL INSPECTION FUND budget by \$30,160 to \$151,445 and approve the department line item changes as outlined.

Move to change Rental Inspection Fund name to Housing & Business Inspection Fund.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Clerk's Office

From: Mike Radzik
Office of Community Standards

Re: **Request to amend Fund 248 to change title from "Rental Inspection Fund" to "Housing & Business Inspection Fund" and to add new revenue and expenditure line accounts.**

Date: March 25, 2014

The second reading of a Vacant Residential Property ordinance and associated fee schedule will be considered by the Board of Trustees at its April 1, 2014 regular meeting. In the event this new ordinance and fee schedule is adopted, it has been determined that revenue and expenditures associated with administration of this ordinance will be managed through the existing Rental Inspection Fund 248. In addition, staff and legal counsel are working together to draft a business registration ordinance that will be presented for Board review sometime in the near future.

If this ordinance is approved, it is recommended that the name of budget fund 248 be changed to the Housing & Business Inspection Fund to more accurately reflect these changes. Accounting Director Javonna Neel will also create new revenue and expenditure line accounts within this fund to track funds associated with inspection of vacant houses.

It is anticipated that additional inspection assistance will be needed to meet the demands of the new ordinance. Concurrently, we will also need assistance to handle the high demands of grass enforcement for the upcoming season, which we have hired for the past several years, and which is closely tied to vacant houses. In order to meet both needs, I recommend that we hire a full time seasonal ordinance enforcement assistant to address these needs. This will be a Teamster position and our local Teamster leadership is willing to enter into a letter of agreement to facilitate this seasonal arrangement.

Director Neel has submitted the attached budget amendment request for your consideration. The budget amendment anticipates new revenue and budgets expenditures for the seasonal help. By the end of this year, we will have more accurate data to predict future revenue and workload.

Thank you for your support of our blight elimination and prevention programs designed to help stabilize neighborhoods and enhance business districts.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2014-11**

Vacant Residential Property Fees

Whereas, the Township Board has adopted Ordinance 2014-435 which provides fees to offset the Township's cost of inspections, record keeping, and securing properties;

Now Therefore, Be it resolved, that the following fee schedule is adopted:

VACANT RESIDENTIAL PROPERTY FEES:

\$100.00	Annual registration and annual certification inspection
\$ 50.00	Late registration if applicable, plus the cost of a title search if necessary to identify the owner
\$ 30.00	Re-inspections required for certification
\$ 75.00	Township staff response to unsecured structure plus actual cost incurred by Township to secure structure if owner fails to secure structure within reasonable amount of time
\$150.00	Administrative search warrant to inspect vacant structure, if owner permission to enter is not provided within a reasonable amount of time

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE AND THE
TOWNSHIP OF YPSILANTI
GRANT AGREEMENT**

**QUALIFIED VOTER FILE (QVF) ORACLE/EQUIPMENT UPGRADE
PROJECT**

FUNDED BY HELP AMERICA VOTE ACT (HAVA), TITLE II, SECTION 251

This Grant Agreement is between the Michigan Department of State ("Department") and **Township of Ypsilanti** ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of federal financial assistance provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the QVF Oracle/ Equipment Upgrade Project.

The purpose of this grant is to upgrade the Qualified Voter File infrastructure to meet the objectives of Michigan's HAVA State Plan. In order to meet this objective, the Department must replace remote workstations for certain QVF local sites throughout the state and upgrade these sites to a more current version of the Microsoft Windows Operating System as well as the Oracle database management system. Both the current systems are facing end of life and are no longer supported.

1. Grant Period:

Original Grant Agreements must be signed and returned by April 4, 2014. **No photocopies, faxed copies, or altered Grant Agreements will be accepted.**

Grant Agreements should be returned to:

Zada Schriener
Michigan Department of State
Financial Services Division
430 West Allegan, 4th Floor
Lansing, MI 48918

2. Program:

This program provides a QVF system upgrade in 2014. A system upgrade consists of one QVF server using the Windows 7 operating system, and Oracle database software. For a list of technical specifications, please refer to the attachment A.

The equipment covered by this Grant Agreement will replace only current QVF system (s); any non-QVF software that has been locally installed on the current equipment will not be replaced. Although other uses are acceptable, the primary use of the equipment covered by this Grant Agreement must be QVF related. If this equipment is no longer used for QVF activities, the Grantee must request disposal instructions from the Department.

3. Equipment:

This program is a one-time purchase of computer equipment used by certain jurisdictions to access the QVF. This program includes only the equipment described in attachment A. The purchase and maintenance of additional workstations, laser printers and other peripheral equipment not included in this Grant Agreement remain the sole responsibility of each QVF site. Maintenance of the equipment included in this program is the sole responsibility of each QVF site once any applicable warranties expire.

4. Performance:

The Department will review and, once approved, provide the Applicant with a copy of a fully executed Grant Agreement signed by a signatory from the **Township of Ypsilanti** and the Department of State. The Department and or a designated representative will process all system orders. The Department will also coordinate the installation of these systems. Upon installation the Grantee must confirm the completion of the installation on a form provided by the Department.

5. Ownership:

Any equipment and software purchased pursuant to this Grant Agreement is the property of the Grantee. The jurisdiction is responsible for removing all QVF related software as well as all sensitive data prior to disposal.

6. Records Maintenance and Retention:

The Grantee will maintain a copy of all records pertaining to this program for a period of not less than six years from the date of the Department's final expenditure report to the federal government, or until any litigation or audit findings have been resolved. The Grantee must perform a physical inventory of the property and reconcile it with property records every two years.

7. Mandatory Conditions:

Laws

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

Validity

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

Funding

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this Grant Agreement.

Cancellation

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

Entire Agreement

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for QVF infrastructure upgrades, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term (s) of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Agreement.

8. Administration of Agreement:

Questions regarding the completion and submission of this Grant Agreement or the upcoming purchase process should be directed to David Tarrant at (517) 373-2543 between 8 AM and 5 PM weekdays or by email at tarrantd2@Michigan.gov.

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be:

Timothy Hanson, Director
Program Development Division
Bureau of Elections
P.O. Box 20126
Lansing, MI 48901-0726
HansonT@Michigan.gov

All questions, comments and correspondence regarding this grant process and this Grant Agreement must be submitted in writing to the Grant Administrator.

9. Certification/Signature:

The following signatory certifies s/he is authorized to sign and bind the **Township of Ypsilanti** to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

For the (Washtenaw County/Township of Ypsilanti):

Name (print)

Title (print)

Signature

Date

For the State of Michigan, Department of State:

Cindy Paradine
Financial Services Division

Date

ATTACHMENT A

QUALIFIED VOTER FILE INFRASTRUCTURE UPGRADE

TECHNICAL SPECIFICATIONS

Base PC:	OptiPlex 7010 Desktop, Core i5-3470
Memory:	4GB non-ECC DDR3 (1 Dimm)
Keyboard:	USB Mouse/Keyboard
Hard Drive:	250GB HD
Operating System:	Windows 7 Enterprise 64-bit
CD/DVD-ROM:	DVDRW
Software:	Oracle Database Version 11g, QVF
Antivirus:	Symantec Endpoint Protection

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



**Recreation Department/
Community Center**

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
www.ytown.org

Charter Township of Ypsilanti

TO: Ypsilanti Township Board of Trustees

CC: Jeff Allen, Residential Services Director

FROM: Art Serafinski, CPRP, Recreation Director

DATE: March 3, 2014

RE: **Request from Beckett & Raeder, Inc. – Additional Services Proposal for Lakeside Park**

Included with this communication please find a letter from Brian D. Barrick, LLA (Beckett & Raeder), who is our project manager for the Lakeside Park Improvement project. As you are aware, we have encountered several challenges with moving this project forward. These challenges have been a result of the unique way we have put the project together (several partnerships, working with two different contractors, constructing a boathouse by using a design/build method, having EMU take the lead with the boathouse portion of the project, coordinating the work of both contractors, and working with EMU to ensure Township requirements & the grant requirements are followed). Because of this, the project has taken a considerable amount of extra time, additional meetings, and several changes to the plans. The additional time and effort has been well beyond what is typical for this type of project.

As you will see, Beckett and Raeder is asking for additional funding (not to exceed \$6,000.00) to complete the project. After reviewing their contract with the Township (also included with this communication) and being completely involved with all aspects of this project, I believe their request is reasonable.

We respectfully ask that this item be placed on the March 18, 2014 Board meeting agenda for consideration. I will be in attendance at the Board meeting and work session to answer any questions you may have.

February 20, 2014

Mr. Arthur Serafinski
Charter Township of Ypsilanti
2025 E. Clark Road
Ypsilanti, MI 48198

**RE: Additional Services Proposal for Lakeside Park
Charter Township of Ypsilanti**

i
initiative

Dear Mr. Serafinski,

Beckett and Raeder Inc. is pleased to submit this letter proposal for additional professional services to facilitate successful implementation and closeout of the Lakeside Park Improvements and Community Boathouse contracts.

As you are aware, the design/build construction process selected for the Community Boathouse contract has resulted in significantly more coordination time than normally required in a traditional bidding and construction process. BRI and Township staff have expended considerable time providing guidance to EMU and its contractor to ensure the design/build process and completed building remain in accordance with MNRTF grant requirements. This guidance has included review of building plans, building design changes, proposed building change orders, and coordination of building schedule delays. All have resulted in additional meetings and coordination with MNRTF, project funding partners, and the Park Improvements contractor. As a result, BRI is approaching its allocated fee for MNRTF Grant Administration which includes grant related coordination between MNRTF and the Park Improvements and Community Boathouse contracts.

In order to facilitate successful implementation and grant closeout of both contracts, BRI is requesting additional services for extended MNRTF Grant Administration. We propose a Not-to-Exceed fee of \$6,000 to be billed at hourly rates established in our existing agreement with the Township.

We look forward to enjoying the completed projects with you! If you have any questions or need additional information, please feel free to contact us for further discussion.

Sincerely,



Brian D. Barrick, LLA
Senior Landscape Architect

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

SERVICE AGREEMENT
Charter Township of Ypsilanti
Lakeside Park Improvement Project
Project #: 201134

Firm: Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622

Client: Charter Township of Ypsilanti
Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197
734-544-3807 (Art Serafinski)

This Service Agreement ("Agreement") is between the Firm and Client and is effective on the date last signed by both parties. Client desires to retain Firm as an independent contractor to provide certain services and/or deliverables under the conditions set forth in this Agreement, and Firm desires to provide those services and/or deliverables.

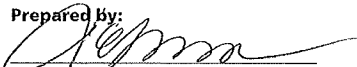
For each project under this Agreement ("Project"), Firm and Client shall agree on a written Scope of Work ("Scope") that shall contain a description of one or more of the following, as applicable:

1. any and all documents, renderings, photographs, drawings, summaries, reports, analysis, studies or other written materials to be created and/or delivered by Firm ("Written Materials");
2. the services to be provided by Firm ("Services");
3. milestone and completion dates for each Written Material and Service;
4. the amount and timing of fees and expenses to be paid by Client to Firm for each Written Material and Service; and
5. all information and materials to be provided by Client as necessary for Firm to complete each Written Material and Service.

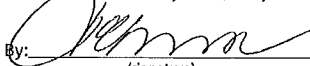
Written Materials and Services are collectively referred to as "Deliverables." Each Scope shall be attached to this Agreement and subject to the terms and conditions of this Agreement.

This Agreement is comprised of this cover page, the Terms and Conditions attached to this cover page and each Scope executed by the parties. Client's signature is required below and its initials are required at the end of the Terms and Conditions.

Prepared by:


Deborah J. Cooper, Principal

**AGREED AND ACCEPTED:
BECKETT & RAEDER, INC. / BRI, INC.**

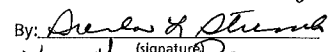
By: 
(signature)

Name: Deborah J. Cooper
(printed)

Title: Principal

Date: August 12, 2011

Charter Township of Ypsilanti
(Client's Full Legal Name)

By: 
(signature)

Name: Karen L. Stumbo
Karen L. Stumbo
Raven (printed)

Title: Supervisor
Cherk

Date: 8/26/11

TERMS AND CONDITIONS

Warranties and Disclaimer.

Firm warrants that (a) all Deliverables provided to Client shall be Firm's original work, or that Firm will have acquired all rights necessary to fulfill its obligations under this Agreement and each Scope; (b) all Deliverables shall be provided in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide such Deliverables; and (c) all Deliverables will be provided in accordance with the milestones agreed to in the applicable Scope; provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the Scope. The warranties described in this Section are the only warranties Firm makes under this Agreement. FIRM DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

Indemnity.

Subject to any limitations stated in this Agreement, Firm will defend Client against any third party claim, demand or suit ("Claim") alleging injuries to person and/or damage to tangible property arising out of the negligent act, error or omission of Firm, its subcontractors and/or agents in performance of Firm's obligations under this Agreement, and shall indemnify and hold Client harmless from and against any and all damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed against Client in association with the Claim, or reached through a negotiated settlement of the Claim. Firm will not be obligated to defend, indemnify and/or hold Client harmless from and against any Claim to the extent such Claim results from the negligent acts, errors or omissions of Client, its subcontractors or agents. In order to receive the Indemnification in this Section, Client must promptly notify Firm of the assertion of the Claim; allow Firm to retain sole and exclusive control over the defense and/or settlement of the Claim; and cooperate with Firm, at Firm's expense, in the defense and/or settlement of the Claim. This Section sets forth Firm's sole indemnification obligations, and Client's sole indemnification remedies, in association with the Claims described above.

Insurance.

Upon request, Firm will furnish the Client with a written description of insurance coverages being maintained by Firm, which may be related to Firm's provision of Deliverables. No oral representations regarding Insurances shall be binding upon Firm.

Termination.

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. In the event of termination, Firm shall be paid all amounts due and owing from Client for Firm's performance up to the effective date of termination. Upon payment of all such amounts, Firm shall deliver to Client all Written Materials under each Scope, whether in final form or as works in process; provided that Firm assumes no liability for the use of any Written Materials that are a work in process upon delivery to Client, unless specifically agreed to in writing by Firm. All provisions of this Agreement relating to ownership, indemnification and limitations of liability shall survive termination of this Agreement.

Payment.

~~Firm shall bill for Deliverables, and reimbursable costs incurred, on a periodic basis as set forth in the Scope. Each invoice shall be due and payable within thirty (30) days of receipt by Client. If an invoice is not paid within this time period Firm may, upon seven (7) days written notice to Client, suspend provision of Deliverables under the applicable Scope until all past due amounts are paid. In addition, invoices over sixty (60) days past due may be charged monthly interest at the rate of eighteen percent (18%) per annum on the unpaid balance or the highest lawful rate, whichever is less.~~

Cost Estimates.

Since Firm has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Firm's experience, but Firm does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.

Client Responsibilities - Generally.

Client shall provide Firm with all access to Client's personnel, facilities, computers, materials and all other equipment reasonably necessary for Firm to provide the Deliverables as specified in the applicable Scope. Client will obtain any consent required from a third party to permit Firm to access and use that third party's hardware, software or other proprietary material under Client's possession and control in order for Firm to provide the Deliverables under the applicable Scope. Client warrants that it shall timely, accurately and completely perform those obligations and assume those responsibilities specified in this Agreement and in each applicable Scope, including, but not limited to, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Firm shall receive an appropriate extension of time to provide the Deliverables under the applicable Scope, and Client shall reimburse Firm for all additional direct costs or expenses incurred by Firm as a result of Client's noncompliance.

Site Access and Security.

Client shall obtain authorization for entry and use of land as necessary for Firm to timely perform its obligations under this Agreement. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Firm's obligations under this Agreement, except for such damage as caused by the sole negligence of Firm.

Site Conditions.

Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Firm has neither created nor contributed to the presence of any hazardous materials or pollution. Consequently, Client recognizes and hereby acknowledges that this Agreement accordingly limits Firm's liability.

Federal / Local Right to Know Compliance.

In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide Firm with a list of hazardous substances in the work place to which Firm employees or subcontractors may be exposed in performance of its obligations under this Agreement and each Scope. Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.

Shop Drawings.

If shop drawing review is provided under a Scope, Firm will check and review samples, catalog data, schedules, shop drawings laboratory, shop and mill tests and materials and equipment, and all other data which the contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the construction Contract Documents.

Construction Phase Services.

When authorized to provide construction observation or construction management services, Firm's liability with regard to the compliance of construction to Construction Documents prepared by Firm shall be only as expressly described in the Scope.

Ownership and Use of Deliverables.

Unless otherwise expressly provided in a Scope, Firm will own all rights, title and interests, including intellectual property rights, in and to all Deliverables and other materials created in connection with or pursuant to this Agreement. No Deliverables will be considered "works made for hire" as that term is used in association with the U.S. Copyright Act. Nothing herein shall be construed to restrict, or constitute an assignment of, any of Firm's rights or proprietary interests in its methodologies, techniques, technology or products. Upon the payment of all amounts owed to Firm under the applicable Scope, Client will own its copies of all Deliverables provided to Client by Firm, and may copy, use, modify, adapt, translate and distribute all such Deliverables within its organization without restriction. The Deliverables may be used only for Client's business purposes as described in the applicable Scope. Any reuse or other use of any Deliverables after they have left the custody of Firm shall be at Client's sole risk without liability to, or cause of action against, Firm.

Limitation of Liability.

In recognition of the relative risks, rewards and benefits of the Projects to both the Client and the Firm, the risks have been allocated such that the Client agrees that, regardless of the form of action or theory of recovery, in no event shall Firm be liable to Client in connection with this Agreement and/or Deliverables for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if Firm has been advised of the possibility of such damages; (b) lost profits, lost revenue, lost business expectancy, business interruption losses or benefit of the bargain damages; (c) act or omission of any third party, except for Firm's authorized subcontractors; and/or (d) direct damages in an amount in excess of all amounts received by Firm under the Scope under which the claim arose or \$100,000, whichever is less. These limitations apply to, without limitation, Firm's negligence, errors, omissions, strict liability, and breach of contract.

Dispute Resolution.

Any dispute between the parties arising out of or related to this Agreement and/or the Deliverables shall be initially submitted to non-binding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not commenced within thirty (30) days of written notice to the other party of a dispute, the dispute shall be resolved by arbitration. These dispute resolution procedures shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction pending the conduct and outcome of arbitration.

No Employee Solicitation.

During the term of this Agreement and for a period of one (1) year after its termination, Client shall not hire, solicit for hire, use, and/or contract with any individual(s) who was or is a Firm employee during the term of this Agreement. Client stipulates to the reasonableness of this provision to protect Firm's legitimate business interests in its workforce.

No Third Party Rights.

This Agreement does not create any rights or benefits to parties other than the Client and Firm.

Independent Contractor Status

Firm is an independent contractor and not an employee, agent, joint-venturer or partner of Client. Firm has no authority to create any obligations for Client, is not entitled to any benefits of Client employees, and is responsible for its own costs and legal responsibilities of doing business, including insurance, taxes, workers compensation, equal opportunity compliance, immigration requirements, and employment benefits.

Subcontractors.

Unless expressly prohibited in a Scope, Firm may use subcontractors to provide Deliverables for Client.

Assignment.

Customer may not assign this Agreement, or any Scope, in whole or in part, without Firm's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

Force Majeure.

Firm shall not be responsible or liable for any delays, errors or increased costs in the provision of Deliverables that are due to causes not within its reasonable control or are caused by the acts or omissions of third parties including, but not limited to, weather conditions, fire, theft, vandalism, strikes or labor disputes, war, disasters, acts of god, material shortages, supplier price increases, fuel shortages, or similar occurrences.

Notices.

All notices required to be given in writing shall be delivered by mail, courier, hand-delivery, facsimile, or email, and shall be effective upon receipt; provided that the sender shall have the duty of demonstrating receipt.

Waiver.

Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective and no waiver shall be implied from a failure of either party to exercise a right or remedy.

Governing Law.

This Agreement shall be deemed to have been made in the State in which the Deliverables are provided and shall be governed by, and construed in accordance with, the laws of that State.

Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect.

Entire Agreement - Amendment / Modification.

This Agreement, which includes these Terms and Conditions and all Scopes, is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

Initial here: DJG (Firm) _____ (Client)

ATTACHMENTS

The following attachments are incorporated as part of this Agreement.

- x Cover Letter
- x Project Understanding
- x Scope of Work
- x Professional Fees and Reimbursable Expenses

MODIFICATIONS TO THE CONTRACT

The paragraph of the contract titled '*Payment*' shall be omitted and the following paragraph inserted:

Payment

Beckett & Raeder will invoice on a monthly basis and the Township will pay Beckett & Raeder on a periodic basis in accordance with the Township's billing cycle.

Initial Here *BR* (Firm) Initial Here _____ (Client)

B R I
Beckett&Raeder

*Landscape Architecture
Planning, Engineering &
Environmental Services*

May 27, 2011

Mr. Arthur Serafinski
Charter Township of Ypsilanti
2025 E. Clark Road
Ypsilanti, MI 48198

Regarding: **Professional Services Proposal for Lakeside Park
Charter Township of Ypsilanti**

*i
initiative*

Dear Mr. Serafinski,

We are pleased to submit a proposal to the Charter Township of Ypsilanti for the professional design services for Lakeside Park. Thank you for providing us this opportunity. Beckett & Raeder enjoyed meeting with you and the folks from EMU to review the services you are requesting. We look forward to the successful implementation of such a unique collaboration of efforts, and the opportunity to provide professional landscape architectural and engineering services to enhance the recreational opportunities of the property while protecting the natural features.

Beckett & Raeder, Inc. takes pride in the service and level of commitment we provide our clients. Our staff of professionals is well qualified to take on this project, and have time in our schedules to accommodate a project of this magnitude and duration. Our team has considerable experience in implementing MNRTF grants.

We have several core design principles in our approach:

LID/Green design/Innovative Storm Water Management is integral to all of our projects and something our staff is committed to. The key to this principle is recognizing the natural systems and designing to protect and enhance them.

Access to Recreation is a concept that we are passionate about. We strive to make projects seamlessly/universally accessible to all patrons. While designing/renovating facilities for accessibility, we work hard to identify solutions that are a good fit with the context of the design, that respect the natural resources and the architecture, and wherever possible are universally accessible.

Complete Streets/Designing for all people and mode of transportation is a current topic in most communities today. BRI has been practicing these concepts for over 40 years, and applying them not only to streets environments but also to all of our projects. These concepts are as relevant to a park or campus project as they are to a street corridor.

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

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

Traverse City Office
800 Cottageview, Suite 211B
Traverse City, MI 49684

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419.242.3428 ph

734.663.2622 ph
734.663.6759 fx

231.347.2523 ph
231.347.2524 fx

231.933.8400 ph
231.944.1709 fx

www.bria2.com

Creating Spaces for People overlaps the Complete Streets principle but takes it a step further. Not only do we design to functionally meet the requirements of all individuals, we also design to enhance spaces for peoples comfort, activity, and enjoyment.

Having been in business for over 45 years, Beckett & Raeder, Inc. has completed thousands of projects throughout the state of Michigan and beyond. Because we are a relatively small firm, we have the ability to focus on what we do well, most notably serving our clients. We pride ourselves on our ability to act quickly, respond promptly and remain flexible to comprehensively serve our clients' needs. We consider parks experience as one of our design strengths, as evidenced by our numerous award-winning projects.

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initiative

We hope you enjoy our proposal and look forward to sharing our ideas with you. We are very excited about being a part of your team.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Deborah J. Cooper', with a long horizontal flourish extending to the right.

Deborah J. Cooper, LLA, Principal

UNDERSTANDING OF THE PROJECT / SCOPE OF SERVICES

Charter Township of Ypsilanti

Lakeside Park Improvement Project

Revised August 12, 2011

TEAM

The professional design team for the Lakeside Park Improvement Project has been configured to leverage the breadth of talent and expertise of Beckett & Raeder's staff. As such, the project team responsibilities will be as follows:

Deborah J, Cooper, LLA, Principal in Charge
Brian Barrick, LLA, Senior Landscape Architect, Project Manager
Heath Hartt, PE, Senior Engineer
Chris Grobbel, PhD, Environmental
Kate Roebuck, Project Professional

Combined we have approximately a century of experience! We are well versed in Low Impact Development and Innovative Storm Water Management principles, and approach all of our projects with these principles in mind. We combine our landscape architectural and engineering backgrounds to preserve and improve sensitive natural environments.

MICHIGAN NATURAL RESOURCES TRUST FUND GRANTS EXPERIENCE

BRI has written and/or implemented Michigan Natural Resources Trust Fund Grants for many of our clients including:

- Ypsilanti Township
- West Bloomfield Township Parks and Recreation Commission
- Village of Hudson
- Village of Dundee
- City of Pleasant Ridge
- City of Tawas
- Pittsfield Township
- City of Lapeer
- City of Rogers City
- Washtenaw County

MICHIGAN ACCESS TO RECREATION EXPERIENCE

BRI has implemented several projects through the Access to Recreation Program including:

- J. W. Wells State Park Accessibility Improvements
- Rifle River State Recreation Area Accessibility Improvements
- Brighton State Recreation Area Accessibility Improvements
- Pinckney State Recreation Area Fishing Pier and Picnic Area

PROJECT UNDERSTANDING

Lakeside Park is an existing Ypsilanti Township park situated on Ford Lake. Ford Lake covers approximately 978 acres and is a significant recreation resource in the region. Lakeside Park is the Township's easternmost park on Ford Lake.

This project is an incredible tribute to Ypsilanti Township, WCPRC, EMU and SASRC coming together for a common goal. All will contribute to funding the construction of the park improvements that will create or expand opportunities in the park for walking/hiking, cross country skiing, nature viewing, boating, rowing, fishing, outdoor/environmental education, and picnicking. Ypsilanti Township will have ownership over all improvements and will jointly operate community recreational programs with WCPRC. For rowing related community programs, the EMU Rowing Team and SASRC will assist with instruction and provide equipment for community use. Ypsilanti Township will make arrangements for the EMU Rowing Team and SASRC to utilize the community facility and Ford Lake access for their respective team activities.

A master plan for development of Lakeside Park has been developed and will be implemented in phases . This proposal is for development of the first phase consistent with the grant application and includes universally accessible boat docks, fishing docks, scenic overlooks, non-motorized pathways, outdoor classroom and picnic shelter, site furnishings, community boathouse, parking, and bioswales for treatment and infiltration of storm water. Benches, trash receptacles and interpretive signage are proposed where views, sun/shade patterns, or interesting natural features make them appropriate. A universally accessible transfer station will be provided for access to boating opportunities. The docks will also include universally accessible features for fishing such as multiple height railings and pole rests.

The community boathouse will include universally accessible multi-purpose space, restrooms, emergency shower, and equipment storage. All planning of the boathouse's interior spaces, construction drawings, specifications, permitting, and construction administration for the boathouse will be handled by EMU. Beckett & Raeder, Inc. will handle the site work and will bring utility services to within 5 feet of the building based on loads provided for the building by EMU. All disciplines (architectural, structural, mechanical and electrical, etc.) for the boathouse will be by EMU.

On a procedural level, BRI understands that the project is being partially funded (37%) by a MNRTF Grant in the amount of \$500,000, providing a total project budget of \$1,350,100. The costs for the Boathouse to be designed by EMU is \$279,130. As the author of the grant application, BRI is familiar with the funding sources and the scope of the first phase project and the multi-jurisdictional team involved and their respective responsibilities. With this background, BRI can avoid the duplication of effort that would be required to get up to speed on this multi-faceted project. As listed above, BRI has a long history of successfully producing MNRTF Grant applications and implementing the awarded projects. Through repeated and continuing experience, we are intimately familiar with the Trust Fund Board's latest design, review, construction, and grant reimbursement requirements. Along with this Trust Fund grant experience, BRI's park planning, design, and environmental experience make us uniquely qualified to assist Ypsilanti Township with the specific combination of skills needed for successful improvement of Lakeside Park.

SCOPE OF SERVICES

TASK 1: PRE-DESIGN SERVICES (3-4 WEEK DURATION)

1.1 Site Survey

BRI will work with staff to assemble all available site information and to determine the requirements for survey information to conduct the design and engineering effort. Due to the topographic complexity and number of trees on the wooded Lakeside Park site, BRI will discuss with staff various survey alternatives available to minimize cost while obtaining information needed for complete and accurate construction documents. BRI will develop a Request for Proposal addressing requirements of the local ordinance to obtain competitive proposals for the survey work identified, and recommend award of contract to the client. The cost of the professional survey will be paid for by the client.

1.2 Soil Borings

The BRI Team will work with staff to determine the requirements for soil borings for the site development. The borings will address information needed for design of innovative (LID/green) stormwater solutions. BRI will develop a Request for Proposal addressing engineering requirements to obtain competitive proposals for the geotechnical information needed to complete the work. EMU will provide requirements for borings associated with the building, to be included in the RFP. The cost of soil borings and geotechnical analysis will be paid for by the client.

1.3 Meeting

BRI will meet with parks staff to determine project requirements, review any permitting requirements for the project, and develop an overall schedule for project delivery. At this meeting we will also discuss procedures for involving the partner organizations. However, BRI understands that the Township will serve as the coordinating agency for all involvement and communication between the partner organizations.

1.4 Wetland Delineation

The BRI Team will identify any possible wetland areas and delineate through on-site observations. We will flag the wetland to be surveyed as part of Task 1.1 above.

TASK 2: DESIGN DEVELOPMENT (6-8 WEEK DURATION EXCLUDING AGENCY REVIEW PERIODS)

The purpose of this phase is to establish character, materials, and the horizontal and vertical design controls for the project to allow subsequent preparation of drawings and specifications for construction, and to secure necessary approvals from the Township and regulatory agencies having jurisdiction over the project. Specifically, this phase will include the following tasks:

2.1 Meeting

The BRI Team will meet with the parks staff to review the site plan and establish final design direction for Lakeside Park.

2.2 Cost Estimates

The BRI Team will update the cost estimate during this phase and review with staff to confirm compliance with the project budget.

2.3 Develop site systems including:

- Trail and signage materials and content
- Shelter character and materials
- Parking lot materials (possible porous pavement)
- Boardwalk/Fishing Platform character and materials
- Earthwork for accessibility and drainage
- LID Storm Water Management Features
- Landscape Restoration and Plantings

2.4 Plan Review

BRI will work with staff to determine the proper review procedures for the project including: Partner Review, Site Plan Approval, Washtenaw County Water Resources Commission Review, and Permitting. All printing and mailing costs associated with plan reviews shall be a reimbursable expense.

2.5 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate site work with the Boathouse disciplines being designed independently by EMU. Coordination is anticipated to include determining a finished floor elevation and location of required utility leads. The building itself including foundations, subgrade, floor slab, pre-engineered building, architectural, mechanical, electrical, structural, and all interior enhancements and furnishings will be designed and documented by EMU.

TASK 3: WORKING DRAWINGS AND SPECIFICATIONS (6-8 WEEK DURATION EXCLUDING AGENCY REVIEW PERIODS)

This task involves the preparation of all drawings and specifications necessary to completely and accurately describe the proposed work for bidding and construction.

3.1 Drawings

The complete set of working drawings to be prepared by BRI will include, but not necessarily be limited to, the following:

- Survey of Existing Conditions
- Demolition Plans
- Layout and Materials Plans
- Grading Plans
- Natural Features Plans
- Soil Erosion and Sedimentation Control Plan and Details
- MDEQ Floodplain/Wetland Permitting Plan and Details
- LID/Stormwater Management plans
- Landscape and Restoration Plan
- Construction Details

3.2 Specifications

Prepare and assemble complete specifications in CSI Format and include Ypsilanti Township standards and forms required for inclusion in the specifications. The Client will provide the front end documents.

3.3 Cost Estimate

Prepare a detailed unit price cost estimate, which indicates that proposed construction is consistent with preliminary cost estimates and with the budget established for the project.

3.4 MDEQ/USACE Joint Permit

BRI will prepare a joint permit application and handle all follow up required to receive a permit for work within the floodplain. All costs associated with printing, mailing and fees shall be a reimbursable expense.

3.5 Agency Requirements

During preparation of Contract Documents, consult with officials and all public agencies and utility companies having jurisdiction over items affected by the proposed construction and notify the Client of all contacts.

3.6 Agency Reviews

BRI will distribute copies of the Contract Documents to and secure concurrence with the documents from all public agencies and utility companies. These agencies which may include Ypsilanti Township, Washtenaw County Water Resources Commission, Washtenaw County Road Commission, Michigan DEQ, and MNRTF will give approval and/or permits for the Plans and Contract Documents as required. BRI assumes EMU will submit and coordinate approval of Building and Trade Permits related to the Boathouse. BRI has assumed that all costs of printing, mailing, and permit fees will be a reimbursable expense.

3.5 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate site work with the Boathouse disciplines being designed independently by EMU. Coordination is anticipated to include determining a finished floor elevation and location of required utility leads. The building itself including foundations, subgrade, floor slab, pre-engineered building, architectural, mechanical, electrical, structural, and all interior enhancements and furnishings will be designed and documented by EMU. All permits and approvals required for the Boathouse will be coordinated by EMU.

TASK 4: BIDDING AND AWARD (3-4 WEEK DURATION)

This part shall include bidding and award procedures as follows:

4.1 Advertisement

BRI will arrange for public advertising of bids (actual cost of advertising will be paid by the client).

4.2 Bid Assistance

BRI will maintain a log of all plan holders and collect any document fees charged to the bidders. BRI will provide interpretations and other assistance to the Client and bidders as necessary during the bidding process. The BRI team will recommend modifications to the Contract Documents if needed to ensure the

best bid results and issue any required addenda. BRI will track and distribute the Addenda to all plan holders. We have assumed that all printing and mailing associated with bidding will be a reimbursable expense.

4.3 Pre-Bid Meeting

BRI will arrange for a Pre-Bid Meeting. BRI will prepare an Agenda for review and comment by the Client. The Client will introduce the project and review the bidding procedures. BRI will review the documents and together with the client, answer any questions from the attendees. Subsequent to the meeting, BRI will prepare minutes and distribute to all attendees.

4.4 Bid Opening

BRI will prepare a Bid Tab form corresponding to the Bid Proposal Form and BRI will attend the bid opening.

4.5 MNRTF Grant Coordination

BRI will assist Township staff with MNRTF bid and award reporting requirements.

4.6 Recommendation

BRI will tabulate the bids, review them with the Client and recommend Award of Contract.

4.7 Award Meeting

BRI will attend and present the project to the Board for approval.

4.8 Field Testing Services

BRI will prepare a RFP for Field Testing Services during the construction phase. BRI will tabulate and review the proposals received and recommend award of a contract to the most responsible bidder. The cost of the field testing will be paid by the Client.

TASK 5: CONSTRUCTION ADMINISTRATION (9 MONTHS DURATION)

5.1 Bonds and Insurance

BRI will obtain contractor's bonds, necessary insurance forms, and prepare contracts, notice of award, and notice to proceed.

5.2 Pre-construction Meeting

BRI will conduct a pre-construction meeting. BRI will prepare meeting minutes and distribute.

5.3 Site Visits

During the construction period, BRI will make periodic visits to the sites to observe critical stages of the work and to ensure that the contractor fulfills the intent of the Contract Documents. After the work is in progress, the frequency and type of observations will be in accordance with prudent professional practice.

5.4 Pay Applications

BRI will verify and approve the invoices from the construction contractor and prepare periodic estimates of the percentages and value of work completed.

5.5 Bulletins and Change Orders

BRI will prepare Bulletins and approve Change Orders as necessary.

5.6 Shops and Submittals

BRI will review, approve and distribute, as necessary, any shop drawings and submittals submitted by the construction contractor.

5.7 Progress Meetings

BRI will conduct construction progress meetings on a bi-weekly basis for the project and record meeting minutes. BRI will maintain a project distribution list and distribute meeting minutes.

5.8 Punch List

BRI will prepare a punch list of items to be corrected prior to final approval.

5.9 Final Inspection

BRI will make a final inspection and make recommendations relative to acceptance of the work.

5.10 As-built Drawings

Following completion of the work, BRI will prepare as-built drawings from digital mark-ups obtained from the contractor.

5.11 MNRTF Grant Coordination

BRI will assist Township staff with MNRTF grant reimbursement and project closeout requirements.

5.12 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate Construction Administration of the Boathouse and will direct all Contractor questions, pay applications, shop drawings, submittals, change order requests, and other information requests to EMU for response. Although EMU will be responsible for construction review, punch list, final inspection, and as-built documentation of the Boathouse, BRI will integrate EMU's documentation with that of the larger project.

DELIVERABLES

BRI would anticipate the following Deliverables:

- Preliminary and Final Cost Estimate (building estimates to be provided by EMU)
- Construction Documents for site work, including Drawings and Specifications
- Project Meeting Minutes
- Field Observation Reports for site work
- As-built Plans for site work
- MNRTF Required Forms for Grant procedures

SITE PLAN APPROVAL

BRI will prepare the documents required for site plan approval by the Ypsilanti Township Planning Commission. This will include required drawings, applications, renderings, response letters to comments posed by staff and commissioners, and revised drawings for approval. Additionally, BRI will attend the Planning Commission meetings where the site plan application appears on the agenda, to present the project and answer questions of the public and the Commission. BRI will invoice for all time associated with the site plan approval process on an hourly time and expense basis, based on the rates identified below.

OPTIONAL SERVICES

ADDITIONAL MEETINGS AND PRESENTATIONS

BRI would be happy to assist in presenting the project to the various partner organizations as needed. As clear direction has not been determined for these efforts, it is difficult to predict how many meetings this might entail. There are 3 partner organizations: EMU, WCPRC, and SASRC. We anticipate that each organization may need presentations to their respective departments/Boards at various times throughout the project duration (i.e. design development, final construction drawings, authorization to advertise, authorization to award, payment applications throughout design and construction, and change order requests). It is the intent to minimize these efforts, however it is understandable that these presentations/meetings/submittals may be necessary in order to receive the respective organizations funding. BRI proposes to attend these meetings on an as needed basis, compensated at our hourly rates.

COLORED PLANS AND GRAPHICS

Should any of the various partner organizations require updated colored plans at various stages of the project, BRI would be happy to prepare these. Either a fee to prepare them can be developed at that time or we can be compensated on an hourly basis for time and materials.

DOCUMENTATION AND ALLOCATION OF FUNDING SOURCES

If needed BRI would be happy to assist in the documentation and allocation of dollars to the appropriate funding sources and partner organizations.

EXCLUSIONS

ARCHITECTURAL, MECHANICAL, ELECTRICAL AND STRUCTURAL FOR BOATHOUSE

This proposal is based on EMU preparing all project documentation for the Boathouse including but not limited to design development drawings, construction drawings, specifications, bid form, etc. EMU will also coordinate all building related construction administration including but not limited to Contractor questions, pay applications, shop drawings, submittals, change order requests, construction reviews, punch lists, final inspection, and as-built documentation.

AVAILABILITY OF UTILITY SERVICES

BRI has assumed that utilities to service the site are immediately available in Textile Road R.O.W.

CAPACITY OF EXISTING UTILITIES

BRI has assumed that existing utilities in Textile Road have capacity for the services needed for this project. We have not included any capacity analysis of the existing system in our proposal.

TRAFFIC STUDIES

BRI has not included any traffic studies within our proposal.

PROFESSIONAL FEES

BRI proposes a professional fee for Landscape Architectural and Civil Services as follows:

Basic Services (Landscape Architectural and Civil)	\$ 75,800.00
Wetland Delineation	\$ 3,000.00
MDEQ Permitting	\$ 3,500.00
MNRTF Grant Administration	\$ 4,000.00
Reimbursable Expenses	<u>\$ 1,000.00</u>
Total Fee	\$ 87,300.00

Recommended Allowances for Survey, Geotechnical, and Material Testing During Construction

Survey	\$18,000.00
Geotechnical	\$ 5,000.00
Material Testing During Construction	<u>\$18,000.00</u>
Total Allowances	\$ 41,000.00

Remaining Soft Costs for potential:

Permitting, Fees, Easements, Architectural, Mechanical, Electrical, Structural, and Site Plan Process \$47,800.00

Total Soft Costs \$176,100.00

ADDITIONAL AND HOURLY SERVICES

Authorized additional services and services identified as hourly time and expense services will be billed per the following:

2011 Professional Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

AS REQUIRED BY CLIENT:

Principal	\$140.00 Hour
Senior Associate	\$115.00 Hour
Senior Associate Scientist	\$115.00 Hour
Professional Engineer	\$115.00 Hour
Associate	\$110.00 Hour
Project Manager	\$110.00 Hour
Senior Project Inspector	\$ 95.00 Hour
Senior Project Planner	\$ 95.00 Hour
Senior Project Landscape Architect	\$ 95.00 Hour
Project Engineer	\$ 95.00 Hour
Project Landscape Architect	\$ 85.00 Hour
Project Planner	\$ 85.00 Hour
Resident Project Representative	\$ 75.00 Hour
Computer Technician /CAD Technician	\$ 75.00 Hour
Clerical	\$ 60.00 Hour
Interns (non-degreed)	\$ 45.00 Hour
Blueprints	At Cost
Inspector Forms	At Cost
Pager / Cell Phone	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Facsimile	\$.50 Page
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost
Mileage	Current IRS Rate

Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request to authorize legal action to abate a fire damaged vacant house located at 589 Calder Ave; action budgeted in General Fund account 101-950.000-801.023.

Date: March 27, 2014

Copy To: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards has conducted a public nuisance investigation at the following location and seeks authorization to initiate legal action to abate the nuisance that currently exists at:

589 Calder Ave

This single family home in the West Willow neighborhood has been a registered rental property since 2010. It was most recently inspected and certified on July 11, 2013.

On January 4, 2014, the house sustained significant damage as the result of a fire that occurred while the house was occupied by a tenant. The fire department conducted an investigation and determined that the fire was caused by electrical overload and worn wiring insulation in the attic. The tenant had recently reported electrical problems to the landlord.

OCS staff followed up the investigation and determined that the landlord had allowed the property insurance to expire and there was no insurance coverage on the house; this occurred prior to the new insurance requirement for rental properties). Furthermore, the house was purchased by the current owner in 2011 for \$12,300 and there was no mortgage on the property. OCS issued the landlord a Notice of Violation to repair or demolish the house.

On February 6, 2014, a contractor obtained a permit to install new electric service as a first step toward estimating the extent of repairs needed to get a new Certificate of Occupancy. Since that time there has been no activity at the house. OCS staff was informed by the landlord that he may likely walk away and abandon the property to avoid further expense. The lack of action over the past three months makes that possibility more likely. Regardless, the time line established for the landlord to act has long expired.

I respectfully request that the Board of Trustees authorize legal action in circuit court to hold the property owner accountable to abate this public nuisance at his own expense for the benefit of the community. This legal action is budgeted in General Fund account 101-950.000-801.023 designated for public nuisance legal services.



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
Jeff Allen, Residential Services Director
DATE: March 19, 2014
RE: Board Approval to authorize Stantec for PSA Tyler Dam
Project- Phase 2, budgeted in #252.252.000.801.250

At your October 8, 2012 Board Meeting you authorized Stantec of Ann Arbor to perform an assessment (Phase 1 Report) of options for the Tyler Dam. The Phase 1 report was to address the DEQ Dam Safety Division concerns regarding the 2010 safety inspection.

Stantec has completed that Report and has furnished that document to the Township for review.

After reviewing the Phase 1 Report, and discussions had from that report, it is recommended to first, permanently lower the pond to reduce safety concerns. This work will be done so the dam can be removed at a later date.

The lowering of the pond and shoreline stabilization is estimated to cost 1.2 million.

Phase 2 Planning - consist of

1. Design a Preliminary concept plan, which includes:
 - a. Temporary flow diversion.
 - b. Best methods for silt control.
 - c. Removing the old 54-inch valve and opening the passage to flow.
 - d. Restoration and grade controls.
2. Regulatory/stake-holder coordination and buy in.

- a. Meet with MDEQ Dam Safety, Flood Plain, Remediation and Redevelopment and Water Resources divisions to review proposed drawdown concept. Points of consideration will include:
 - i. Sediment dispersal risk in view of analytic results from Phase 1.
 - ii. Best practices for preventing sediment dispersal.
 - iii. Restoration methods.
 - iv. Disposition of dam after drawdown.

- b. Meet with Van-Buren Township to address concerns regarding sediment dispersing downstream of the dam.

- c. Meet with other stake-holders. Points of consideration include:
 - i. Information gathering/review.
 - ii. Constraints of property holders.
 - iii. Shared financial responsibility.

3. Funding sources.

- a. Identify probable funding sources based on specifics of project.
- b. Determine application requirements and deadlines.
- c. Apply for funding as possible, based on deadlines and requirements.

Time-line

It is estimated the planning phase will take about 6 months to complete. Once complete, the Board will be asked to approve Phase 3 which we hope to start in late 2014.

At this time I ask the Board of Trustees to approve Stantec of Ann Arbor, Michigan to provide professional services for Tyler Dam Project Phase 2 in the amount not to exceed \$28,000.00 to be charged to line item 252.252.000.801.250.



Stantec Consulting Michigan, Inc.
3754 Ranchero Drive
Ann Arbor, MI 48108-2771
Phone: 734-761-1010
Fax: 734-761-1200

March 18, 2014
File: 207599000

Attention: Mr. Michael Saranen, Hydro Operations
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Dear Mr. Saranen,

Reference: Proposal for Professional Services: Tyler Dam Phase 2 – Drawdown Concept

Stantec is pleased to offer the following proposal for professional services for the above-referenced project.

PROJECT UNDERSTANDING

This project regards disposition of Tyler Dam on the Willow Creek in Ypsilanti Township. Phase 1 of the project was completed with issuance of the December 16, 2013 report entitled *Tyler Dam Phase I Existing Conditions and Disposition Alternatives*. One of the findings of this report was that significant amounts of granular material were identified exiting out of the upper west toe drain, which is one of seven toe drains on the spillway discharge apron. The other six drains were inaccessible and therefore were not inspected as part of this report. The spillway is constructed of reinforced concrete slabs built over earth fill material. Loss of earth material from the toe drain indicates possible seepage paths, degradation of the drain filter material, and/or degradation of the spillway structure itself.

Further geotechnical studies are required to quantify and characterize the loss of granular material, determine sub-surface conditions of the embankment, and assess whether or not embankment stability has been impacted. The goal of geotechnical investigation, monitoring and repairs would be to ensure that the spillway is stable for continued long-term service. Methods considered for determining subsurface conditions included ground penetrating radar (GPR), cone penetrometer testing (CPT) and soil borings. In addition, a monitoring program is recommended for all seven toe drains in order to establish trends with regard to outflow and loss of granular material. Eventually, construction efforts would be required to repair the faulty toe drain system and remediate any voids that may have developed in the spillway.

Rather than undertake a detailed assessment of the spillway and make costly repairs, the Township is seeking to move forward with a permanent drawdown of the impoundment so that risk of distress is minimized until which time as the spillway can be removed. This corresponds to the alternative spelled out in the Phase I report (Keep Dam in Place – with Drawdown - page 4.5, section 4.2). The long-term goal is to remove the dam in its entirety; however modifications of the structure for the short term would focus on opening the existing 54-inch drain in the spillway so that normal creek flows move through with little or no impounded water. The spillway would remain as a regulated dam for the interim.



Reference: Proposal for Professional Services: Tyler Dam Phase 2 – Drawdown Concept

Based on recent correspondence with MDEQ, subsequent to their review of the Phase I report, Stantec understands that their major concern with regard to drawing down the impoundment is to prevent sediment from moving downstream of the impounded area.

PROJECT APPROACH

I. The following are suggested as primary goals for Phase 2:

1. Produce a concept plan for economically drawing down the impoundment. The drawdown needs to emphasize preventing sediments from washing downstream during any part of construction.
2. Obtain regulatory and stake-holder buy-in on plan.
3. Identify probable funding sources and make pre-applications as appropriate.

Following Phase 2, the Township will be in a position to proceed with detailed design, bidding and construction phase for the drawdown.

II. The following tasks address the goals of Phase 2:

1. Design a Preliminary concept plan, which includes:
 - a. Temporary flow diversion.
 - b. Best methods for silt control.
 - c. Removing the old 54-inch valve and opening the passage to flow.
 - d. Restoration and grade controls.
2. Regulatory/stake-holder coordination and buy in.
 - a. Meet with MDEQ Dam Safety, Flood Plain, Remediation and Redevelopment and Water Resources divisions to review proposed drawdown concept. Points of consideration will include:
 - i. Sediment dispersal risk in view of analytic results from Phase 1.
 - ii. Best practices for preventing sediment dispersal.
 - iii. Restoration methods.
 - iv. Disposition of dam after drawdown.



March 18, 2014
Mr. Michael Saranen, Hydro Operations
Page 3 of 4

Reference: Proposal for Professional Services: Tyler Dam Phase 2 – Drawdown Concept

- b. Meet with Van-Buren Township to address concerns regarding sediment dispersing downstream of the dam.
 - c. Meet with other stake-holders. Points of consideration include:
 - i. Information gathering/review.
 - ii. Constraints of property holders.
 - iii. Shared financial responsibility.
3. Funding sources.
- a. Identify probable funding sources based on specifics of project.
 - b. Determine application requirements and deadlines.
 - c. Apply for funding as possible, based on deadlines and requirements.

Stantec assumes that the following are not required for this project and has excluded these items from the scope:

- 1. Additional analytic testing or sediment characterization.
- 2. Sediment dispersal/mobility study.
- 3. Hydraulic modeling or floodplain analysis.
- 4. Wetland delineation.
- 5. Detailed habitat assessment.

SCHEDULE

Stantec suggests a 6-month completion time for this project; however, please note that this will be highly dependent on scheduling of meetings and review time required by MDEQ and stake-holders.

FEE

Stantec proposes to complete the tasks outlined above for a Time and Materials, Not to Exceed fee of \$28,000.

Thank you for the opportunity to submit this proposal for professional engineering services for this project. Please do not hesitate to contact us if you have any questions.



March 18, 2014
Mr. Michael Saranen, Hydro Operations
Page 4 of 4

Reference: Proposal for Professional Services: Tyler Dam Phase 2 – Drawdown Concept

Sincerely,

STANTEC CONSULTING MICHIGAN, INC.

A handwritten signature in black ink that reads "Paul J. Malocha".

Paul J. Malocha, P.E.
Senior Project Engineer
Phone: 734-214-2525
paul.malocha@stantec.com

STANTEC CONSULTING MICHIGAN, INC.

A handwritten signature in blue ink that reads "Damien Wetzel".

Damien Wetzel, P.E., MSE
Senior Associate
Phone: 734-214-2577
damien.wetzel@stantec.com

c. file

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**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2014-12**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

Resolution authorizing the temporary road closure of S. Harris Road between Foley Avenue and Marcus Street on Saturday, May 31, 2014 from 1:00 p.m. to 4:00 p.m. for the Grace Fellowship Church and St. Mark Lutheran Church "Community Street Fair (Block Party)".

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of S. Harris Road as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Pastor Julianne Smeck of St. Mark Lutheran Church be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



Pastor Willie J Powell & Lady Geraldine Powell

MISSION STATEMENT
TEAM MINISTRY

T- Turning Fallen Humanity From Darkness To Light, and from the power of satan unto God. (Acts 26:18)

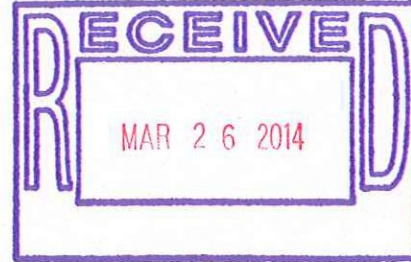
E - Equipping the saints for ministry. (Ephesians 4:12)

A - Assisting saints toward spiritual maturity. (Ephesians 4:13)

M- Ministering deliverance to the oppressed. (Acts 10:38)

March 26, 2014

Charter Township of Ypsilanti
Karen Lovejoy Roe, Clerk
7200 S. Huron River Drive
Ypsilanti, MI 48198



Dear Clerk Karen:

Grace Fellowship Church along with Pastor Julianne Smeck from St. Mark Lutheran Church is hosting once again a "Community Street Fair (Block Party) on Saturday, May 31, 2014. We are asking the Township for permission to close a portion of S. Harris on that day, from 1:00 pm until 4:00 pm.

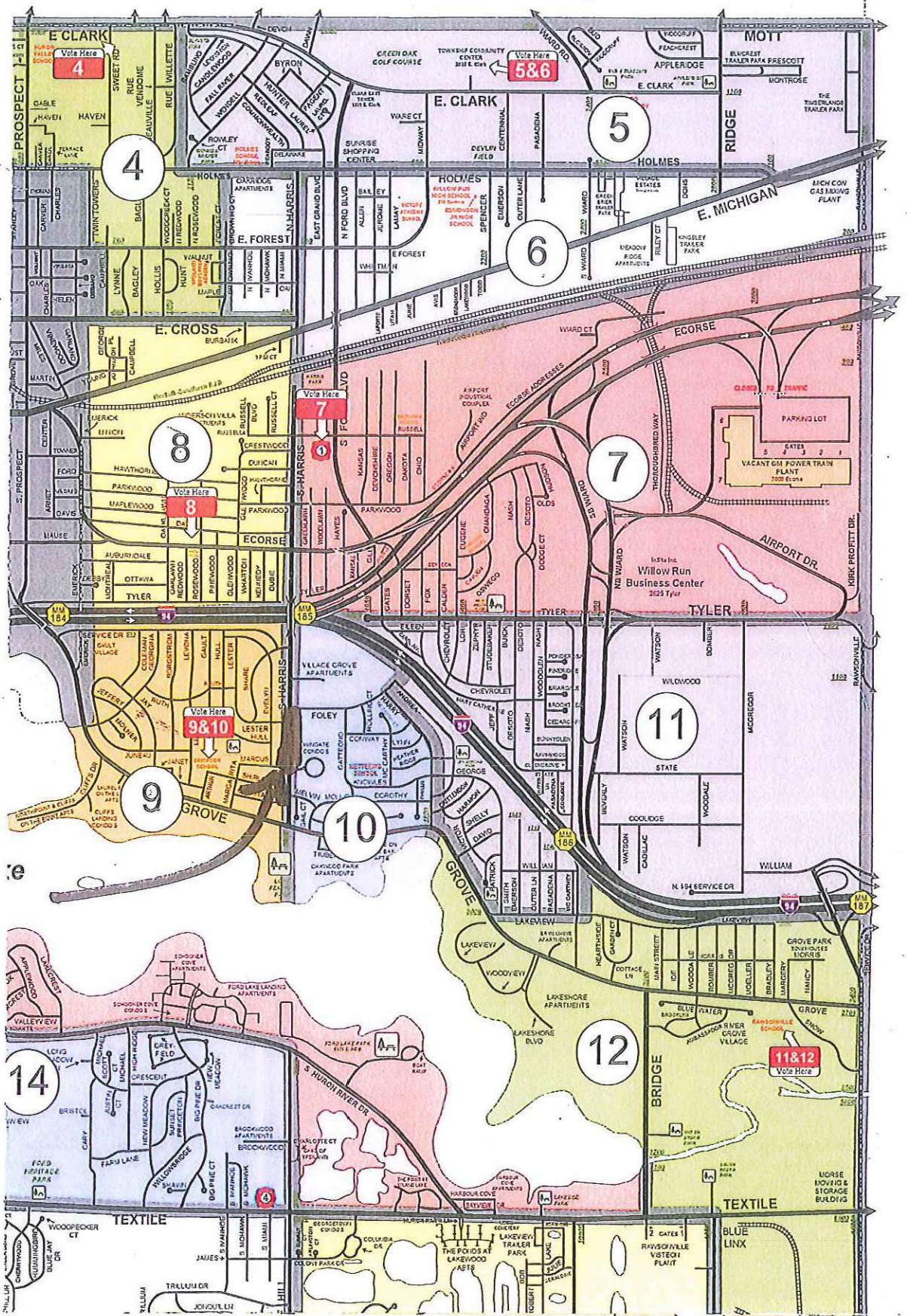
We would like to close the area just north of Wingate Blvd entrance, (Marcus) and south of the Foley Ave entrance. (See attached)

We will also be submitting the application, insurance form and fee to the Washtenaw County Road Commission.

Thank you in advance for your consideration.

Yours in Christ,

Willie J. Powell, Pastor



*Harris Rd
between
Troy and
Marcel*

OTHER BUSINESS
