

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 7, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:05 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, Mike Martin and Scott Martin

Members Absent: Trustees Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser stated the street sweepers did a great job.

CONSENT AGENDA

A. MINUTES OF THE MARCH 17, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS IN THE AMOUNT OF \$1,421,827.76

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

ATTORNEY REPORT

General Legal Update:

Attorney Winters advised the Board that Walbridge Aldinger could be requesting an approval to go forward with their proposed development at the next Board Meeting, as the demolition of the plant is nearing completion. He stated Walbridge Aldinger was in negotiation with RACER Trust for a Purchase Agreement.

Attorney Winters stated the importance of the redevelopment of the Willow Run/Hydro Matic area to increase our tax base and create jobs as it was ideally situated by the expressways and airports.

Attorney Winters reported the Office of Community Standards continues to see success regarding the vacant properties being rehabilitated or demolished in the Township's quest for neighborhood stabilization. Mr. Winters expressed his appreciation to the Building Department, the Office of Community Standards, the Fire Department and Township Board for their cooperation in making this all possible.

Treasurer Doe reported on an article in the Detroit Free Press where Detroit is starting to step up with nuisance abatement, mainly on the commercial front and they had hired six attorneys for the task. He acknowledged Detroit was much larger but voiced his appreciation to the Township's attorneys and the OCS Department for doing a great job.

OLD BUSINESS

1. **REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE THE 2015/2016 FIRE DISPATCHING SERVICE CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$144,361.65 TO BE BUDGETED OVER TWO YEARS IN LINE ITEM #206-206-000-857-001 (TABLED AT THE MARCH 17, 2015 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to remove the item from table.

The motion carried as follows:

**Trustee Eldridge: Yes Trustee Scott Martin: Yes Stumbo: Yes
Clerk Lovejoy Roe: Yes Trustee Mike Martin: Yes**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2015/2016 Fire Dispatching Service Contract with Emergent Health Partners, Inc. for the period of July 1, 2015 through June 30, 2017 in the amount of \$144,361.65 to be budgeted over two years in line item #206-206-000-857-001. The motion carried unanimously.

NEW BUSINESS

1. **BUDGET AMENDMENT #5**

Clerk Lovejoy Roe read Budget Amendment #5 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #5 (see attached).

Clerk Lovejoy Roe provided a brief explanation of the items within the Amendment.

Supervisor Stumbo reported all employees were receiving the Ergonomic Chairs.

The motion carried unanimously.

2. **RESOLUTION 2015-5, DAWN FARM 6TH ANNUAL RIDE FOR RECOVERY ROAD CLOSURE REQUEST**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approved Resolution 2015-5, Dawn Farm 6th Annual Ride For Recovery Closure Request (see attached) The motion carried unanimously.

3. **RESOLUTION 2015-6, HOMEFRONT VICTORY CELEBRATION PARADE ROAD CLOSURE REQUEST**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approved Resolution 2015-6, Homefront Victory Celebration Parade Road Closure Request (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 3**

Supervisor Stumbo reported this parade was in commemoration of 70th Anniversary of the end of World War II. She provided a brief report on the events scheduled for the day.

The motion carried unanimously.

4. REQUEST OF CIVIL SERVICE COMMISSION TO UTILIZE EMPKO, INC. TO ADMINISTER YPSILANTI TOWNSHIP FIRE DEPARTMENT OFFICER PROMOTIONAL TESTING BUDGETED IN LINE ITEM #206-220-000-801-000

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve request of Civil Service Commission to utilize Empko, Inc. to administer the Ypsilanti Township Fire Department Officer Promotional Testing budgeted in line item #206-220-000-801-000. The motion carried unanimously.

5. REQUEST OF KAREN LOVEJOY ROE FOR AUTHORIZATION TO INCREASE ELECTION INSPECTOR PAY TO \$12.00 PER HOUR AND ELECTION CHAIRPERSON PAY TO \$13.00 PER HOUR BUDGETED IN LINE ITEM #101-215-000-704-000

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to increase Election Inspector Pay to \$12.00 per hour and Election Chairperson pay to \$13.00 per hour budgeted in line item #101-215-000-704-000. The motion carried unanimously.

Treasurer Doe asked what the current pay was and Clerk Lovejoy Roe stated the pay was currently \$9.50 and \$10.00 per hour.

The motion carried unanimously.

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$29,339.00 EACH BUDGETED IN LINE ITEM #266-301-000-831-008 AND TO AUTHORIZE SIGNING OF THE CONTRACTS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve contracts with the Washtenaw County Sheriff's Office to facilitate collaborative sharing of School Resource Deputies for summer months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the amount of \$29,339.00 each budgeted in line item #266-301-000-831-008 and to authorize signing of the contracts (see attached).

Supervisor Stumbo stated this was done every year.

Mike Radzik, OCS Director stated this was the standard school contract that the Township shares with Lincoln and Ypsilanti Schools. Mr. Radzik provided a brief explanation of the contracts and presented a document which had been developed with the Sheriff's Department that described the responsibilities to be carried out by the Deputies:

- Zero tolerance of boom boxes in targeted neighborhood that have experienced problems
- Focused traffic enforcement (developing informants and information to support the Community Action Teams – specifically to help get guns and drugs off the street)

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 4**

- Working to curb near epidemic Heroin use (several deaths have been reported)
- Identify problem houses in neighborhoods, focusing on any correlation of troubled youths and rental homes
- Mentoring component with at-risk youths

The motion carried unanimously.

7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON BERKLEY AVE. AND STRATFORD RD. AT AN ESTIMATED COST OF \$20,123.50 BUDGETED IN LINE ITEM #101-466-000-818-022 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve agreement with the Washtenaw County Road Commission to install Traffic Calming Devices on Berkley Ave. and Stratford Rd. at an estimated cost of \$20,123.50 budgeted in line item #101-446-000-818-022 and to authorize signing of the agreement (see attached).

Mike Radzik reported last Fall Township resident, Patty Williby followed the Road Commission process and began a petition to install traffic calming devices on Berkley Ave. and Stratford Road. He reported all the studies had confirmed the need and the signatures had been verified so bids had gone out with the goal of installation by late Summer or early Fall.

The motion carried unanimously.

8. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE CONTRACT WITH TETRA-TECH FOR YPSILANTI TOWNSHIP COMMUNITY CENTER/GREEN OAKS GOLF COURSE UST (UNDERGROUND STORAGE TANK) CLOSURE FACILITY ID #00038536 NOT TO EXCEED \$11,676.00 BUDGETED IN LINE ITEM #101-956-000-801-000 AND TO AUTHORIZE SIGNING OF THE CONTRACT

A motion was made by Trustee Edridge, supported by Trustee Scott Martin to approve contract with Tetra-Tech for Ypsilanti Township Community Center/Green Oaks Golf Course UST (Underground Storage Tank) Closure Facility ID #00038536 not to exceed \$11,676.00 budgeted in line item #101-956-000-801-000 and to authorize signing of the agreement (see attached).

Jeff Allen, Residential Services Director introduced Dan Sopoci and Dr. Kang, Tetra Tech. Mr. Allen provided a brief history of the Underground Storage Tank and stated a Closure Report was needed for Michigan Department of Environmental Quality in relation to obtaining CDBG dollars for work on the Community Center.

The motion carried unanimously.

9. SET PUBLIC HEARING DATE OF TUESDAY, MAY 19, 2015 AT APPROXIMATELY 7:00 PM TO HEAR REQUEST OF POLLARD (U.S.) LTD, LOCATED AT 775 JAMES L. HART PARKWAY IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to set Public Hearing date of Tuesday, May 19, 2015 at approximately 7:00 PM to hear request of Pollard (U.S.) LTD located at 775 James L. Hart

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 5**

**Parkway in Ypsilanti Township, for an Industrial Facilities Tax Exemption
Certificated.**

Clerk Lovejoy Roe provided a brief report on the improvements Pollard was making.

The motion carried unanimously.

**10. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR
AUTHORIZATION TO COMPENSATE FIRE CHIEF ERIC COPELAND AS
OUTLINED IN MEMO DATED APRIL 2, 2015 BUDGETED IN LINE ITEM
#206-206-000-705-002 FOR FIRE MARSHAL DUTIES PERFORMED
BEGINNING FEBRUARY 5, 2015 AND FORWARD FOR A PERIOD NOT
TO EXCEED SIX (6) MONTHS WHILE AN EXAMINATION PROCESS IS
CONDUCTED AND SUCCESSION PLAN IS APPROVED**

The Board agreed to separate this agenda item into two separate items.

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to compensate Fire Chief Eric Copeland for Fire Marshal duties performed retroactive back to February 5, 2015, in the amount of \$750 a week budgeted in line item #206-206-000-705-002.

The motion carried as follows:

Trustees Eldridge, Trustee Scott Martin, Supervisor Stumbo and Clerk Lovejoy Roe voted Yes.

Treasurer Doe and Trustee Martin opposed the motion.

Trustee Eldridge asked Chief Copeland if there were any other employees, currently in the Fire Department that could do fire investigations.

Chief Copeland replied there were two employees that were certified to investigate fires.

Trustee Eldridge asked why would we contract out if we had two employees that could do the job.

Chief Copeland stated they were called out occasionally, but this contract was for occasions when they were unavailable to respond.

Trustee Eldridge asked who paid for their training and Chief Copeland could not answer that question. Trustee Eldridge reported it looked like the Township had paid for the training so why couldn't one of them be available at all times.

Chief Copeland stated they worked 24-hour shifts and if they were called back there could be situations that would prevent them from responding. He stated they do put out the call for them, but they elect not to come.

Trustee Eldridge asked if they could be placed, on an interim basis, as a fire investigator.

Chief Copeland stated that was the current practice and explained there was an option whether to respond or not on all call backs, based on myriad of reasons.

Trustee Eldridge asked if there was any way to require them to be available and if they were on different shifts, if so there could be coverage 66% of the time.

Chief Copeland stated they were called first and he could not make it mandatory for the two firefighters to come back in without some compensation.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 6**

Supervisor Stumbo stated the two employees were the first to be called back, then it would be Vic Chevrette, if hired and the Chief would be the fourth person to be called back.

Trustee Eldridge asked if a permanent Fire Marshal were in place would they respond to the arson investigation and still do their other duties in the course of a day and Chief Copeland stated that was correct. Trustee Eldridge asked if there was any alternative for the interim position not to respond to fire investigations, but rather utilize his time for plan reviews and inspections and let the people on staff investigate the fires.

Chief Copeland stated he saw the point Trustee Eldridge made regarding the utilization of the training they had invested in the two staff but they were not required to come back in on a call back and contractually he could not force them to do that, he could require that of the Fire Marshal as it was part of the job description.

Trustee Eldridge asked if there was any way to place one of the two staff into the Fire Marshal position and if so, why wouldn't we do that.

Chief Copeland stated that part of the reason had to do with their free will and in his opinion it would not be a good option.

Supervisor Stumbo stated the matter would have to go before the Civil Service Commission and require negotiations with the Union.

Clerk Lovejoy Roe stated over-time would have to be paid and then problem would arise regarding minimum staffing issues.

Chief Copeland stated neither one of the staff had the certifications for being the Fire Marshal, rather they were fire investigators.

Trustee Eldridge asked if one of the staff had held the position at one time and Chief Copeland said that was the case but some disciplinary action had been taken and he was now reduced in rank.

Trustee Eldridge asked for clarification, stating that we had paid for training for employees that we could not utilize unless the employees wanted to utilize that training.

Supervisor Stumbo and Chief Copeland agreed that was the case per the contract. Chief Copeland stated they had been called and had responded about 30% of the time, but in some cases they had not responded.

Trustee Eldridge asked Chief Copeland if he were still requesting the \$400 call back plus the additional hourly rate above 4 hours.

Chief Copeland stated he would call another municipality, after he called his fire fighters, if they didn't want to respond and if Vic can't, he would call the City of Ypsilanti, Pittsfield Township and/or the City of Ann Arbor to provide that service. Trustee Eldridge responded, "But you would provide it if it was a minimum call back price, rather than an hourly rate, whatever that hourly rate might be?"

Chief Copeland explained that he and Vic were different regarding their qualifications/certifications and Vic had agreed earlier in the Work Session to \$30 and hour but that amount would represent a pay cut of sorts in terms of over-time, but if it pleased the Board to do it that way, he would. He stated he could do it for time and a half but he would prefer double time, but bear in mind his first option would be to call another municipality.

Trustee Eldridge stated he only used the \$30 since that was the amount that was in the memo.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 7**

Supervisor Stumbo stated that amount was for Vic Chevrette and the Chief agreed that figure had been negotiated with Vic, bearing in mind he was a retiree at this point.

Clerk Lovejoy Roe felt this was not fair to Chief Copeland to work this out publically.

Chief Copeland clarified he would do whatever the Board wished for him to do and wanted to get past this and move on.

Supervisor Stumbo voiced her appreciation to Chief Copeland and said she understood that he was doing two complete jobs and had done it in the past with no compensation, so you could train our firefighters to become Fire Marshals. She stated she appreciated the skill set that he brought to Ypsilanti Township and in trying to keep this all in house.

Trustee Mike Martin stated he agreed with Clerk Lovejoy Roe that this discussion should take place elsewhere instead of putting Chief Copeland under a public forum spotlight. He felt it should be tabled and once an agreement was reached it could be brought back to the Board.

A motion was made by Trustee Mike Martin, supported by Scott Martin to table the suggested compensation for call-backs, which Vic Chevrette would not be doing, in the amount of \$400 per call-back and \$30 per hour for any additional hours needed to back-up contracted hours, budgeted in line item #206-206-000-705-002.

The motion carried as follows:

**Trustee Eldridge: Yes Trustee Scott Martin: Yes Stumbo: Yes
Clerk Lovejoy Roe: Yes Trustee Mike Martin: Yes**

OTHER BUSINESS

Supervisor Stumbo stated Trustee Eldridge had requested an item be placed under Other Business, but she had not had a chance to read it.

Clerk Lovejoy Roe asked if it could wait for another meeting.

Trustee Eldridge stated due to health and safety issues involved, it needed to be addressed. He provided a brief synopsis of a meeting between Trustees Mike and Scott Martin, representatives of the Little League and Park Commission on March 23, 2015. Trustee Eldridge introduced Jeff French, the Vice President and Safety Office of the Ypsilanti National Little League. He stated the Township and Little League had a longstanding partnership regarding the use of the fields that sit on the east side of Harris Road, that have eventually led to contractual agreements. He provided a copy of the latest contract he could find, dated 2008 – 2009 as well as an Addendum that ran from 2010 – 2014 and to his knowledge there was no contract in place for 2015, nor any insurance for the Little League to participate on our fields.

Trustee Eldridge stated the Little League had brought concerns in January 2015. Trustee Eldridge said he and Jeff thought they had been resolved but as of January they had not. He said the concerns related to trip hazards, throughout the park, specifically around the bleachers and concessions stands, as well as lighting concerns around the concession stands. Trustee Eldridge stated Jeff Allen had addressed the security camera issue, making sure it was operating , but the Little League wanted it placed a little higher so it could not be accessed by anyone trying to damage it with sticks or bats. He reported water, possible sewage was leaking in the bathroom and into the concession food areas, grading and dust control issues, a play area in need of wood chips and a trip hazard and

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 8**

some type of security system to secure the fields so motorbikes, etc. could not access and damage the fields. He stated there were other items they had taken responsibility for as well and all of the forgoing concerns were contractually the responsibility of the Township. He stated the Little League realized there were items on their part that needed to be addressed as well.

Trustee Eldridge said he and Trustees Mike and Scott Martin felt these things needed to be corrected as soon as possible because the Little League season begins April 25, 2015. Trustee Eldridge suggesting to set aside an amount, not to exceed \$25,000 for the purchase of new bleachers and fix whatever sewage and piping problems in the concession area.

Trustee Scott Martin stated he was on the Park Commission when the original contract had been done, and it had been set up for a yearly review but he didn't think that had been carried out. He stated it would be good to get some of these things taken care of and talked about a gate to keep people from driving to the back since there were some undesirable things taking place.

Clerk Lovejoy Roe suggested since it had not been put in the budget it could move forward as a health and safety issue.

Trustee Mike Martin stated there were always cars parked there since it was a dead end street and he agreed some type of gate installed. He stated lots of families utilized those fields and the Ypsilanti National Little League was the only one that offered softball in Ypsilanti Township.

Trustee Eldridge stated the Park Commission had voted in favor of this as well and the Treasurer's Office had given notice that the Little League had an outstanding bill for utilities used last year for just over \$700, and Jeff French had assured him that would be paid tomorrow.

Jeff Allen reminded the Board that cold weather temperatures needed to be considered regarding any work done in the restrooms. He stated anything done on Harris Road would need to be coordinated with the Road Commission, but we could address the area by the parking lot. Jeff Allen made a suggestion that some changes were needed in the contract as well.

Jeff Allen stated he thought a lot of the issues had been addressed after a meeting last year and he did not remember any trip hazards or bleacher issues. He stated the lights under the canopy keep getting shot out and he was unaware of the cameras catching anyone doing it and spoke to some other vandalism issues.

Clerk Lovejoy Roe suggested putting a flash cam at that location to discourage bad behavior.

Trustee Mike Martin stated the field cleanup was scheduled for this weekend so he invited everyone to come and help.

Jeff French, Vice President of Ypsilanti National Little League stated he performed a lot of maintenance and had never seen any Township employee cleaning the bathrooms. He reported the toilets were antiquated as were the bleachers which were falling apart and he explained what was causing the trip hazard. He stressed the importance of the overall condition of the fields in regard to the Township and making a great experience for the kids.

Clerk Lovejoy Roe stated the Township Board appreciated the work the Ypsilanti National Little League was doing.

Supervisor Stumbo asked if the Board was going to extend the expired agreements and what course of action was going to be taken. Discussion followed regarding the contracts being renewed.

Clerk Lovejoy Roe stated she had been in touch with Mary Kreiger to allow \$5,000 donated in her husband's memory to be used in support of the fields.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize Jeff Allen to work with Supervisor Stumbo to immediately address what he considered to be the emergency health and safety issues and then put together a list of appropriate estimates for other improvements to bring back to the Board with a Budget Amendment to the April 21, 2015 Board Meeting. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST AUTHORIZATION TO PURCHASE ELEVEN (11) ERGONOMIC CHAIRS FOR 14B DISTRICT COURT IN THE AMOUNT OF \$8,063.44 BUDGETED IN LINE ITEM #236-136-000-977-000 ONE (1) ERGONOMIC CHAIR FOR THE OFFICE OF COMMUNITY STANDARDS IN THE AMOUNT OF \$733.04 BUDGETED IN LINE ITEM #249-249-000-977-000 AND FOUR (4) CHAIRS FOR ASSESSING IN THE AMOUNT OF \$2,932.16 BUDGETED IN LINE ITEM #101-267-000-977-000 FOR A TOTAL AMOUNT OF \$11,728.64**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to purchase eleven (11) Ergonomic Chairs for 14B District Court in the amount of \$8,063.44 budgeted in line item #236-136-000-977-000, one (1) Ergonomic Chair for the Office of Community Standards in the amount of \$733.04 budgeted in line item #249-249-000-977-000 and four (4) Chairs for Assessing in the amount of \$2,932.16 budgeted in line item #101-267-000-977-000 for a total amount of \$11,728.64. The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD LOW BID FOR VETERAN'S DRIVE CONSTRUCTION TO ANGLIN CIVIL IN THE AMOUNT OF \$672,981.81 AND A CONTINGENCY AMOUNT OF \$50,000.00 FOR UNFORSEEN EXTRAS FOR A TOTAL OF \$722,981.81 BUDGETED IN LINE ITEM #101-970-000-976-007**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Stan Eldridge to award low bid for Veteran's Drive construction to Anglin Civil in the amount of \$672,981.81 and a contingency amount of \$50,000.00 for unforeseen extras for a total of \$722,981.81 budgeted in line item #101-970-000-976-007.

Matt Parks, OHM provided a brief review of the recommendation for Anglin Civil to receive the bid. He stated they were MDOT prequalified and had similar jobs presently in process. Mr. Parks stated this work was not scheduled until after the May 5, 2015 election, but upon the award of the contract, it would be executed and reviewed by Attorney Winters and then proceed to a Preconstruction Meeting.

Treasurer Doe reported the possibility of the Road Commission accepting Veteran's Drive as a public road and asked if it met the qualifications needed.

Matt Parks stated the geometry was fine but the asphalt would need to be upgraded. Discussion followed on the issues of the changes to the existing entrance for Road Commission approval.

Jeff Allen stated the section from the Official's Drive to Huron River Drive was not included in the project.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 10**

Supervisor asked if there was a warranty on the job and Matt Parks stated there was a two-year maintenance and guarantee bond on the asphalt.

Clerk Lovejoy Roe asked if the sidewalk would meet the ADA standards and Matt Parks provided a description of the sidewalk layout.

Attorney Winters stated that he recognized four of the five bidders that had made bids only \$20,000 apart and asked for an accounting of Anglin Civil since their bid had been so much lower. He emphasized the Prevailing Wage, Davis-Bacon and insurance had to be met.

Matt Parks reported OHM had questioned Anglin Civil to make sure they had not missed something in their bid process and they had explained they wanted to stay local and keep their equipment and employees moving during their slow time, as they did winter maintenance at the airport. He stated OHM would be watching to make sure they performed well.

Treasurer Doe asked if Anglin Civil had done million dollar contracts in the past and if OHM had followed up on their workmanship and Matt Parks stated they were currently on a job in Romulus they were overseeing and the project was on schedule and the quality was fine and the project manager was the same as was listed for the Veteran's Drive Project. Mr. Parks reported he had called AEW, a consulting firm in Macomb Township which had recommended Anglin Civil and had followed up with all of their references.

Treasurer Doe asked if any of the issues being faced on Grove Road regarding barrier free would be faced. Mr. Parks reported that was being addressed in this project.

The motion carried unanimously.

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION SERVICES FOR THE VETERAN'S DRIVE CONSTRUCTION PROJECT TO BE BILLED HOURLY NOT TO EXCEED A TOTAL OF \$79,600.00 AND BUDGETED IN LINE ITEM #101-970-000-976-007**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve agreement with OHM for Construction Services for the Veteran's Drive Construction Project to be billed hourly not to exceed a total of \$79,600.00 and budgeted in line item #101-970-000-976-007.

Supervisor Stumbo stated this second bid had come in substantially lower and the stormwater issue would be addressed as well as improvements for AAATA.

Clerk Lovejoy Roe asked Mr. Parks if OHM could separate and put in writing the total cost for the storm water part of the project and he agreed to do that.

The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately at 8:35 P.M.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #5**

April 7, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$808,891.40

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,977.00
		Net Revenues	<u><u>\$2,977.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-253-000-708.004	\$2,977.00
		101-301-000-708.004	\$400.24
		Net Expenditures	<u><u>\$3,377.24</u></u>

Increase budget for purchase of 4 ergonomic chairs for employees in the Assessing Department. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,932.16
		Net Revenues	<u><u>\$2,932.16</u></u>
Expenditures:	Equipment	101-267-000-977.000	\$2,932.16
		Net Expenditures	<u><u>\$2,932.16</u></u>

Increase budget for reconstruction of Veterans Drive from the Library lot to officials parking. This improvement is necessary for the AAATA bus route that began in 2013. The work will be conducted by Anglin Civil, who was the low bidder for the project. This is funded by a \$622,982 Appropriation of Prior Year Fund Balance and a \$100,000 Transfer in of Funds from 14B District Court.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$622,982.00
	Transfer IN from 14B District Court	101-000-000-697.236	\$100,000.00
		Net Revenues	<u><u>\$722,982.00</u></u>
Expenditures:	Capital Outlay - Veterans Drive	101-970-000-976.007	\$722,982.00
		Net Expenditures	<u><u>\$722,982.00</u></u>

Increase budget for construction layout, construction observation, materials testing, construction engineering & contract administrative services of OHM for the Veterans Drive project. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$79,600.00
		Net Revenues	<u><u>\$79,600.00</u></u>
Expenditures:	Capital Outlay - Veterans Drive	101-970-000-976.007	\$79,600.00
		Net Expenditures	<u><u>\$79,600.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #5**

April 7, 2015

206 - FIRE FUND

Total Increase \$2,749.60

Increase budget for funds received and owed to Washtenaw County HazMat Team for response of carbon monoxide incident at Ford Rawsonville Plant. This will be funded by the funds received of Ford Motor Company.

Revenues:	Misc Rev - Hazardous Response Service	206.000.000.682.000	\$2,749.60
			<u><u>\$2,749.60</u></u>
		Net Revenues	\$2,749.60
Expenditures:	Prof Srvs - Hazardous Response	206.206.000.801.005	\$2,749.60
			<u><u>\$2,749.60</u></u>
		Net Expenditures	\$2,749.60

236 - 14B DISTRICT COURT FUND

Total Increase \$108,063.44

Increase budget for purchase of 11 ergonomic chairs for employees at 14B District Court. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$8,063.44
			<u><u>\$8,063.44</u></u>
		Net Revenues	\$8,063.44
Expenditures:	Equipment	236-136-000-977.000	\$8,063.44
			<u><u>\$8,063.44</u></u>
		Net Expenditures	\$8,063.44

Increase budget to transfer funds to the General Fund for a portion of the reconstruction of Veterans Drive from the Library lot to the Veterans Memorial. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$100,000.00
			<u><u>\$100,000.00</u></u>
		Net Revenues	\$100,000.00
Expenditures:	Transfer Out to General Fund	236-136-000-969.101	\$100,000.00
			<u><u>\$100,000.00</u></u>
		Net Expenditures	\$100,000.00

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$400.24

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000.000.699.000	\$400.24
			<u><u>\$400.24</u></u>
		Net Revenues	\$400.24
Expenditures:	Salaries Pay Out & Sick time	248-248-000-708.004	\$400.24
			<u><u>\$400.24</u></u>
		Net Expenditures	\$400.24

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #5**

April 7, 2015

249 - BUILDING DEPARTMENT FUND

Total Increase \$1,533.52

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$800.48
			<u><u>\$800.48</u></u>
		Net Revenues	\$800.48
Expenditures:	Salaries Pay Out & Sick time	249-249-000-708.004	\$800.48
			<u><u>\$800.48</u></u>
		Net Expenditures	\$800.48

Increase budget for purchase of 1 ergonomic chair for employee in the Building Department. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$733.04
			<u><u>\$733.04</u></u>
		Net Revenues	\$733.04
Expenditures:	Equipment	249.249.000.977.000	\$733.04
			<u><u>\$733.04</u></u>
		Net Expenditures	\$733.04

266 - LAW ENFORCEMENT FUND

Total Increase \$1,600.96

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	266-000-000-699.000	\$1,600.96
			<u><u>\$1,600.96</u></u>
		Net Revenues	\$1,600.96
Expenditures:	Salaries Pay Out & Sick time	266-301-000-708.004	\$800.48
	Salaries Pay Out & Sick time	266-304-000-708.004	\$800.48
			<u><u>\$1,600.96</u></u>
		Net Expenditures	\$1,600.96

Motion to Amend the 2015 Budget (#5):

Move to increase the General Fund budget by \$808,891 to \$8,667,926 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,750 to \$5,155,114 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$108,064 to \$1,441,073 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund budget by \$400 to \$210,718 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$1,534 to \$469,861 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,601 to \$6,692,174 and approve the department line item changes as outlined.

RESOLUTION NO. 2015-5

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

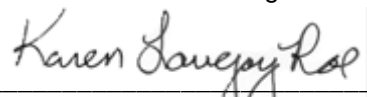
Resolution authorizing the temporary road closure of Stony Creek Road, to Textile Road, to Hitchingham Rd., to Merritt Road (back to Stony Creek Rd.) on Sunday, April 26, 2015, from 10:00 a.m. to Noon. for the "Ride for Recovery" Dawn Farm Fundraising Event.

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Stony Creek, Textile, Hitchingham, and Merritt Roads as indicated; 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 Megan Rodgers, Dawn Farm Development Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-5 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 7, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2015-6

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

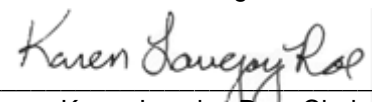
Resolution authorizing the temporary road closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave. on Saturday, August 15, 2015 from 9:30 a.m. to 11:30 a.m. for the "Homefront Victory Celebration" Parade

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave.; 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 Jeff Allen, Residential Services Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-6 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 7, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 21, 2015 THROUGH AUGUST 29, 2015

AGREEMENT is made this 7th day of April 2015 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 21, 2015 through August 29, 2015 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 21, 2015 and concluding on August 29, 2015, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 21, 2015 and continue through August 29, 2015.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,338.65, payable by the Township as follows: June invoice--\$4,310.42; July invoice--\$12,931.25; and August invoice--\$12,096.98;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo
Brenda Stumbo (DATE)
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Kareh Lovejoy Roe
Kareh Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Ellen Bonter
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 21, 2015 THROUGH AUGUST 29, 2015

AGREEMENT is made this 7th day of April 2015 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 21, 2015 through August 29, 2015 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 21, 2015 and concluding on August 29, 2015, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 21, 2015 and continue through August 29, 2015.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,338.65, payable by the Township as follows: June invoice--\$4,310.42; July invoice--\$12,931.25; and August invoice--\$12,096.98;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda J. Stumbo
Brenda Stumbo (DATE)
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Laura Lisiscki (Date)
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install two (2) speed humps on Berkley Avenue between Washtenaw Avenue and Stratford Road and one (1) speed hump on Stratford Road between Berkley Avenue and Packard Road (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$20,123.50.

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

AGREEMENT SUMMARY

Estimated Costs

Installation of three (3) speed humps **\$20,123.50**

FOR YPSILANTI TOWNSHIP:

<u>Brenda L. Stumbo</u> Brenda L) Stumbo, Supervisor April 8, 2015	<u>Joak Hancock</u> Witness April 8, 2015
<u>Karen Lovejoy-Roe</u> Karen Lovejoy-Roe, Clerk April 8, 2015	<u>Joak Hancock</u> Witness April 8, 2015

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair Witness

Roy D. Townsend, Managing Director Witness



March 30, 2015

Mr. Jeffrey T. Allen
Director-Residential Services
Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, MI 48197

**Re: Ypsilanti Township Community Center UST Closure Proposal
Facility ID # 00038536**

Dear Mr. Allen:

Tetra Tech is pleased to submit this proposal to continue environmental services at Ypsilanti Township's Green Oaks Golf Course and Community Center at 2025 East Clark Road in Ypsilanti. This proposal covers preparation of survey documents, a Restrictive Covenant, Closure Report, and a Due Care Plan relating to release C-0050-98 on file with the Michigan Department of Environmental Quality (MDEQ). Tetra Tech facilitated concurrence of the following closure strategy from Mr. Terry Hiske of the MDEQ on March 24, 2015.

CLOSURE STRATEGY

Groundwater evaluations completed from 2000-2007 demonstrated that the petroleum hydrocarbons groundwater plume is stable, groundwater geochemistry support natural attenuation of contaminants, and that the natural attenuation rate exceeds the migration rate of the dissolved phase hydrocarbons in groundwater. The MDEQ concurred with this conclusion and approved termination of groundwater monitoring in 2008. Groundwater concentrations within the area of impact remain above residential and non-residential drinking water risk based screening levels (RBSL) and groundwater to surface water interface (GSI) RBSLs. Institutional controls will be prepared to prevent the use of groundwater for consumption, thereby eliminating the drinking water exposure pathway. Historical data from GSI compliance wells demonstrates that it is not reasonable to expect that constituents in groundwater will vent to surface water at concentrations that exceed the generic GSI RBSLs.

Non-aqueous phase liquid (NAPL) was intermittently observed in wells MW-3, MW-11, and MW-12, and MW-13 through December 2007. During subsequent checks, NAPL was not observed at any location through December 2008, when NAPL monitoring was terminated with the approval of the MDEQ. In accordance with the June 2014 resource document prepared by the MDEQ, *NAPL Characterization, Remediation, and Management for Petroleum Releases*, exposure risk has been managed. NAPL has been recovered to the maximum extent practicable and institutional controls in the form of a Restrictive Covenant (RC) and Due Care Plan will notify current and



future property managers of the potential presence of NAPL and the ensure that land use changes do not alter site conditions without proper evaluation.

Tetra Tech recommends pursuing closure in accordance with the recently amended leaking UST statutes provided in Part 213 of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended (NREPA).

SCOPE OF WORK

Tetra Tech will prepare closure documents to include a RC, Closure Report, and Due Care Plan.

Restrictive Covenant

Institutional controls will be implemented to impose use restrictions on the property to: (1) limit or prohibit activities that may result in exposure to impacts; and to (2) provide notice about the presence of a hazardous substance at the site. To accomplish this, an RC will be prepared in accordance with Section 21310a(1) of the Natural Resources and Environmental Protection Act of 1994 PA 451, as amended, and filed with the Washtenaw County Register of Deeds. Proof of this filing will be provided to the MDEQ with the Closure Report.

Tetra Tech will complete the following tasks:

- Complete MDEQ form EQP 3854 Declaration of Restrictive Covenant;
- Complete a description of allowable land uses for the RC;
- Facilitate completion of legal description and sketch of the entire parcel and the restricted area, signed and sealed by a licensed surveyor, as required by MDEQ;
- Submit completed RC to the Township for review and approval;
- Submit completed RC to MDEQ for approval;
- File RC with Washtenaw County Register of Deeds Office;
- Complete MDEQ form EQP 4023 Notice to Local Units of Government of Land Use Restrictions; and
- Retain proof of RC filing and signed Notice to be submitted to MDEQ with the Closure Report.

Closure Report

Tetra Tech will prepare and submit a Closure Report to the MDEQ Remediation and Redevelopment Division for review and approval. Required contents of the Closure Report will include summaries of the following:

- Project chronology
- Corrective action activities performed
- Historical summary tables of analytical sampling
- Restrictive covenant summary and a copy of the filed restriction



- Scaled site maps of sample locations, direction of groundwater flow, conceptual model graphics, and historical site information

A draft Closure Report will be submitted to the Township for review prior to finalizing the report and submitting it to the MDEQ.

The MDEQ may provide comment and identify data gaps in the Closure Report. Tetra Tech has included labor hours to prepare a response to the MDEQ should any data gaps be identified.

Due Care Plan

Tetra Tech will prepare a Due Care Plan as required under Section 4c of Part 213. The Due Care Plan will outline long-term property management strategies that will:

- Prevent exacerbation of existing contamination.
- Mitigate unacceptable exposures to hazardous substances.
- Take precautions against the reasonable foreseeable acts or omissions of third parties.
- Provide statements that the Township will comply with land use restrictions and cooperate with those authorized to conduct corrective action activities.

The Due Care Plan will detail the best methods for complying with the above obligations. A draft Due Care Plan will be submitted to the Township for review. The Due Care Plan is not required to be submitted to the MDEQ for approval.

PROJECT TEAM

Personnel familiar with this project will complete the work described above. Our project team will include Mr. Daniel Sopoci, who has been involved with the project since 2006; Mr. Michael Kovacich who has worked on this project since 1995; and Ms. Erica Bays, who will assist with preparation of the Closure Report. Other Tetra Tech staff will be available as needed.

COMPENSATION

Ypsilanti Township will be billed on a Time and Materials basis for our personnel directly engaged on the project, associated reimbursable expenses and subcontractors. Tetra Tech’s proposed budget to complete this scope of work is detailed below. Tetra Tech will not exceed the proposed budget without the prior authorization of the Township.

Task	Tetra Tech Labor and Expenses	Survey	Total
Restrictive Covenant	\$1,975	\$2,750	\$4,725
Closure Report	\$4,410	\$0	\$4,410
Due Care Plan	\$2,541	\$0	\$2,541
Total	\$8,926	\$2,750	\$11,676



ASSUMPTIONS

The proposal price above is based upon the following assumptions:

- MDEQ will approve the Restrictive Covenant and Closure Report without significant revision or additional field work.
- Tetra Tech will attend one meeting with the Township to discuss contents and answer questions about each document.

If you concur with this proposal, please sign our attached Standard Terms and Conditions, which will serve as our formal authorization to proceed with these services.

We appreciate this opportunity to be of continued service to Ypsilanti Township and look forward to implementing the final tasks necessary for closure. Please call if you have any questions or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink that reads 'Daniel Sopoci'.

Daniel Sopoci, CP, CHMM
Project Manager

A handwritten signature in black ink that reads 'Michael Kovacich'.

Michael Kovacich, CP, CPG
Operations Manager



RATES AND TERMS TIME AND MATERIALS AGREEMENT

Effective September 29, 2014 – September 27, 2015

Client: Ypsilanti Township

Proposal Dated: March 30, 2015

Project Name: UST Closure Proposal

Total Value: \$ 11,676

BILLING RATES

Staff

Charges for work performed on the project, including office and field time, will be calculated and billed on the basis of the staff category hourly rates shown below in U.S. currency. Work continuing beyond the above effective dates will be subject to the new rates that will be established for each new fiscal year. The following hourly rates are fully loaded with overhead and fee.

Staff Category	Rate/Hour	Staff Category	Rate/Hour
Senior Principal Engineer/Scientist	\$252 - \$315	Project Engineer/Scientist	\$ 64 - \$126
Principal Engineer/Scientist	\$176 - \$244	Staff Engineer/Scientist	\$ 56 - \$ 93
Associate Engineer/Scientist	\$140 - \$195	Technician	\$ 40 - \$ 110
Senior Engineer/Scientist	\$ 92 - \$217	Other Support Staff	\$ 55 - \$ 220
Senior Project Engineer/Scientist	\$ 99 - \$158	Clerical/Project Admin./Drafting	\$ 49 - \$104

All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level. Time spent in either inter-city or local travel will be billed in accordance with the foregoing schedule, except that no more than eight hours of travel time will be charged in any single day. Overtime hours worked, if authorized by the client, will be charged as quoted above.

TERMS

Expert Testimony

Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 150% of the rate quoted above.

Invoicing and Payment

Invoice statements will be issued either semi-monthly or monthly (at Tetra Tech's sole discretion) itemizing the staff categories worked and Other Direct Costs incurred in the performance of the project. Payments shall be sent to the address appearing on the invoice. All payments shall be made by Client within thirty (30) days of receipt of invoice. Invoices not paid within thirty days shall be subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum). Tetra Tech reserves the right to request either a Letter of Credit for the full contract amount or an up front financial retainer from which to work. Tetra Tech additionally reserves the right to stop work without further liability if Client fails to honor and adhere to the payment terms specified herein.

Credit Review

The provision of Services under this Agreement is subject to Tetra Tech's initial and continuing credit review of Client. If requested by Tetra Tech, Client shall furnish financial information to Tetra Tech for the purpose of determining Client's creditworthiness. Any financial information furnished to Tetra Tech shall be treated by Tetra Tech as Confidential Information. Tetra Tech may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Tetra Tech determines that a financial security is warranted, Tetra Tech reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Tetra Tech (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Tetra Tech shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Tetra Tech. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

Other Direct Costs

Charges for Other Direct Costs and facilities furnished by Tetra Tech are computed on the basis of actual cost plus ten percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus ten percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

Estimated Cost

Tetra Tech will perform the work and accomplish the objectives defined within the estimated costs and schedule proposed unless there are circumstances beyond our control. The estimated costs and schedule proposed are based on our best judgement of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by client needs and by presently unforeseen circumstances. Tetra Tech will notify the client in advance if schedule or costs are expected to exceed the estimate. In such event, the client may wish to: (1) authorize additional funds to complete the work as originally defined; (2) redefine the scope of work in order to fit the remaining funds; or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, Tetra Tech will turn over such data, results and materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

Limited Warranty

Tetra Tech will render services in a professional manner and use that degree of care and skill ordinarily exercised under similar conditions by reputable and competent environmental consultants practicing in the same or similar locality of the services provided. No other warranty, whether expressed or implied, is made or intended for services performed or provided. Client assumes all responsibility and shall defend and hold harmless Tetra Tech for Client's decisions relating to its use(s) of the services provided and reliance thereon.

Relationship of Parties

Tetra Tech will act solely as an independent contractor of the Client and not as the Client's agent for any purpose. Neither Tetra Tech nor Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Tetra Tech and the Client.

Indemnification of Parties

Both Tetra Tech and Client agree to and hereby do defend, indemnify, protect and hold harmless each other and their officers, directors, agents, employees, and invitees, from and against all liability, claims, actions, damages, and judgments, together with costs and expenses (including reasonable attorney's fees) for injuries to or illnesses or death of any and all persons and losses of or damages to property caused by, resulting from, occurring in connection with, or arising out of the negligence or willful misconduct of the indemnifying party to the extent of the negligence or willful misconduct of the indemnifying party. In no event shall Tetra Tech, its officers, directors, employees and agents be liable for and Client agrees to defend, indemnify and hold harmless, all at its cost and expense, Tetra Tech, its officers, directors, employees or agents from and against all liabilities, claims, demands, losses, costs, damages, actions, suits or other proceedings (including, but not limited to, any air, ground or water pollution or environmental impairment) by whomsoever made, including claims for bodily injuries, death and physical property loss or damage brought or prosecuted in any manner based upon, occasioned by, or attributable to, arising out of or in any manner connected with or related to Tetra Tech's performance of work that may be made or brought against Tetra Tech for: (i) any claims or causes of action arising out of the ownership, transportation and/or disposal of any contaminated materials; (ii) any claims or causes of action arising out of subsurface conditions or damage to subsurface structures whether owned by Client or any third party, the presence or location of which were not revealed to Tetra Tech by the Client in writing prior to the commencement of Tetra Tech's performance, (iii) any claims or causes of action arising under the Resource Conservation and Recovery Act as amended, the Toxic Substances and Control Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (iv) any third party claims or causes of action; and (v) any expenses incurred by Tetra Tech in connection therewith (including reasonable attorney's fees), as such expenses are incurred.

Limitation of Liability

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Tetra Tech shall be limited to the amount paid Tetra Tech as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services. All claims against Tetra Tech shall be deemed waived unless made by Client in writing and received by Tetra Tech within six months after Tetra Tech has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Tetra Tech by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence), statute, strict liability or otherwise, and shall likewise limit the liability of Tetra Tech's affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

Confidential Information

Tetra Tech will not knowingly disclose to others any confidential information furnished by the Client in connection with this project. Any information, which the Client intends to be covered by this paragraph, shall be clearly marked "confidential." These restrictions do not apply to information that: (i) Tetra Tech had in its possession prior to disclosure by the Client; (ii) becomes public knowledge through no fault of Tetra Tech; (iii) Tetra Tech lawfully acquires from a party not under any obligation of confidentiality to the Client; or (iv) is independently developed by Tetra Tech. Tetra Tech and its personnel will not publish, in any technical articles or otherwise, information obtained from this project in a manner that would be identifiable with this project without the prior written consent of the Client.

Termination

Either Tetra Tech or Client may terminate this agreement, for whatever cause, by giving seven (7) days' written notice to the other party. Upon such termination, Client shall pay Tetra Tech the costs that Tetra Tech has incurred to the effective date of termination, including reasonable termination expenses.

Disputes

In the event of a dispute under this Agreement, either party shall request a meeting at which the parties shall discuss and attempt to resolve the dispute. Unresolved disputes may be litigated before any court of competent jurisdiction in the Commonwealth of Virginia. Client hereby consents to the jurisdiction of such court.

Force Majeure

Tetra Tech will have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the Client will not be entitled to refuse performance or otherwise be relieved of any obligations.

Assignment

The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the Client without Tetra Tech's prior written consent and any such attempted assignment or transfer shall be void.

Entire Agreement

The Client's engagement of Tetra Tech to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between Tetra Tech and the Client and supersede any previous communications, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client to Tetra Tech to which notice of objection is hereby given. No change to any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an authorized representative of Client and by an authorized representative of Tetra Tech. Tetra Tech's commencement of performance will not be deemed or construed as acceptance of the Client's additional or different terms and conditions.

Severability

If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions will remain otherwise in effect.

Applicable Law

The agreement to which these terms and conditions relate shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any questions concerning these Rates and Terms should be addressed to the Tetra Tech Contracts Department at (703) 444-7000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

FOR: Ypsilanti Township

Client

Signature:

Brenda L. Stumbo *Karen Lovejoy Roe*

Name:

Brenda L. Stumbo Karen Lovejoy Roe

Title:

Supervisor Clerk

Date: _____

FOR: Tetra Tech, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____