

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 19, 2016 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00pm 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 observed.

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

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

3. PUBLIC HEARING

Public Hearing Opened at 7:02pm

- A. 7:00PM – RESOLUTION 2016-25 REQUEST OF SENSITILE SYSTEMS, LLC. LOCATED AT 1735 HOLMES RD. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE IN THE AMOUNT OF \$2,341,770.00
(PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)**

Paul Bohn, Attorney representing Dr. & Mr. Lath, owners of Sensitile explained the expansion of Sensitile Systems, LLC. Attorney Bohn stated Sensitile was expanding their existing facility by 24,000 square feet which would improve the manufacturing flow and would lead to additional jobs. Attorney Bohn showed a video of the planned new construction. Trustee S. Martin commented that an Annual Report on the business must be filed each year with the Township. Trustee Eldridge emphasized the importance in creating new jobs and asked that Sensitile consider hiring local residents. Clerk Lovejoy Roe asked if they were going to get a new sign. Dr. Lath stated they were planning to get a new sign.

Public Hearing Closed at 7:05pm

Clerk Lovejoy Roe read Resolution 2016-25.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-25 and sign the agreement. (see attached)

The motion carried unanimously.

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PUBLIC HEARING

Public Hearing Opened at 7:15pm

- B. 7:00PM – RESOLUTION 2016-26 REQUEST OF SENSITILE SYSTEMS, LLC. LOCATED AT 1735 HOLMES RD. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE IN THE AMOUNT OF \$300,000.00 (PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)**

Paul Bohn, Attorney representing Dr. & Mr. Lath, owners of Sensitile explained the planned improvements to the Sensitile industrial facility. He stated that this was the same expansion and improvement project as the 1st IFT exemption request but the State of Michigan required two separate applications and two public hearings for the 2 properties. Attorney Bohn said this resolution dealt with the internal buildout of the existing facility and the previous resolution dealt with the expansion on the adjacent property.

Public Hearing Closed at 7:17pm

Clerk Lovejoy Roe read Resolution 2016-26.

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-26 and sign the agreement. (see attached)

The motion carried unanimously.

4. PRESENTATION OF NEXUS NATURAL GAS TRANSMISSION PIPELINE/DTE

Paul Gantz, Regional Manager for DTE explained the Nexus project. Mr. Gantz stated the number of union workers they would employ and also emphasized the need for the pipeline.

Steven Hoft, Manager for the DTE Team responsible for Nexus distributed information to the Board and explained the need for the pipeline was due to aging coal plants that provide approximately 70% of the electricity consumed in Michigan. Mr. Hoft stated Michigan was expanding with new manufacturing facilities and the only way they could be successful would be with reliable, low cost energy. Mr. Hoft said that the total project was an approximately 255 mile pipeline with 7.6 miles of the pipeline located in Ypsilanti Township. Mr. Hoft stated that although some say we have underused pipeline in Michigan that statement was false. Mr. Hoft said that in 2014 this area was at its' peak for gas delivery due to demand. He stated if we would have had one more day of the extremely cold temperatures a critical demand gas decision would have been made to see which area was a priority to receive the service. Mr. Hoft shared that with approval of the new pipeline from the federal government anticipated the

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first of 2017, he believed the project would begin construction in the Spring of 2017 and the construction should finish around the end of November, 2017. Mr. Hoft stated that during construction they anticipated employing approximately 1500 individuals, nearly 500 from Washtenaw County.

Trustee M. Martin asked Mr. Hoft how many union workers they would need for this project. Trustee M. Martin stated he was a Union President and may have to abstain from voting on the resolution.

Supervisor Stumbo asked Mr. Hoft to explain how the pipeline would run through the state and Mr. Holt explained in detail how the pipeline would flow from Ohio, through Michigan and into Canada. Mr. Hoft stated the Nexus project is not related with the Wolverine pipeline project. He said Wolverine is a gas/saline product type pipeline and the Nexus pipeline would be a natural gas pipeline. Supervisor Stumbo asked Mr. Hoft if they have an agreement to hire union workers. Mr. Hoft stated they have an agreement to hire 50% from Washtenaw County and they have far exceeded that number. Mr. Hoft said in Michigan they are using 100% union workers.

Trustee Eldridge stated he had been told that the substance moving through the pipeline would be benign and he asked Mr. Hoft what benign meant. Mr. Hoft said the substance is 100% methane. He explained that if anyone has a natural gas furnace or stove it is the same product that comes into your home. Trustee Eldridge asked about explosion on the pipeline and it being close to schools and homes. Mr. Hoft stated the United States has approximately 300,000 miles of natural gas transmission pipeline and another ½ million miles of natural gas distribution pipeline. He said he would point toward the Department of Transportation and the safety records they maintain. He said the safety records indicate the natural gas transportation industry to be the safest form of transportation of all sorts in the United States.

Trustee Eldridge asked Mr. Hoft if the route of the pipeline could be adjusted away from schools and homes. Mr. Hoft said the route of the project was finalized and there was no room to move it.

Clerk Lovejoy Roe questioned Mr. Hoft about the hand out that he had distributed which showed a lower amount of tax revenue than had been previously stated. Mr. Hoft said that the handout only had the tax revenue connected to the Nexus pipeline project but for both the new pipeline and the transmission substation improvements the tax revenue would be close to \$1,000,000.00 for the township.

Clerk Lovejoy Roe asked Mr. Hoft that if the Board voted to pass the resolution opposing the pipeline tonight and Nexus needed the township land for the project, what would Nexus do. Mr. Hoft said he couldn't answer that but he said Nexus had 30% signed agreements at this time which was ahead of schedule for Nexus.

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Mr. Hoft was questioned about FERC and whether FERC had the final decision to move forward. Mr. Hoft stated that FERC does have the final decision. Dan Minion, Union Representative stated that this would be jobs for their union workers and that the project would be built with 100% union workers.

5. PUBLIC COMMENTS

Timothy King, Township Resident shared that he was working on getting a memorial for the Willow Run Bomber Plant. Mr. King read a letter from Senator Patrick Colbeck, Michigan Senator that stated they passed legislation to get the necessary funding for this memorial. He said the memorial would honor the Willow Run Bomber plant, its' 42,000 employees, and would also pay tribute to the B-24 Liberator aircraft that the Willow Run Bomber plant produced, one an hour to defend our country during WWII. Mr. King stated that they need a steering committee to continue with this project which would make the project eligible for state funding.

Charles Yates, Business Agent for Local 798 stated he was here to support the Nexus project. Mr. Yates said the workers he represents are highly qualified union workers who need to work on projects like this one for Nexus.

Cathy Shoen, Augusta Township Resident handed out information to the Board. Cathy Shoen stated she was against the Nexus project. Ms. Shoen stated that her neighbors were lied to by the people who went door to door getting signatures for survey rights. She said that although Nexus says only a small amount of gas will go to Canada she said over 50% will go to Canada. Ms. Shoen stated that Lincoln Schools is within a mile of the proposed route along with an elementary school which was within a ½ mile. Ms. Shoen said she would at the very least want the route moved away from these schools. Ms. Shoen said she would like the township to let their residents know about the FERC meeting in Tecumseh on August 11.

Damien Jacobs, Township Resident stated he was in support of the pipeline. Mr. Jacobs stated he represents the builders in the community and feels that they are well trained to build this pipeline to help Michigan meet energy needs in the future.

Janelle Palmer, Township Resident stated she is a new resident of the township and would not have purchased her home if she had known of the proposed pipeline. Ms. Palmer said that she knows more people would be concerned and not supporting the pipeline if they were aware it was coming. Ms. Palmer also stated that she would like the pipeline moved away from schools and water sources if the pipeline continued to move forward.

Rose Rickey, Township Resident suggested a different route for the pipeline. She also suggested a mandatory 75% instead of 50% local union people working on the pipeline.

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Timothy King, Township Resident stated he was 100% in support of the pipeline because we need jobs however he said he would like it re-routed away from schools.

William Towler, Augusta Township Resident said he had been to three Nexus presentations over the past three years. Mr. Towler stated that he'd heard different information from the three presentations. Mr. Towler stated that with the loss of property values where the pipeline would go the Township would be hurt. Mr. Towler said he was aware of the need for jobs but stated it should be jobs rebuilding our infrastructure and not this pipeline.

Robert Malcolm, Ann Arbor Resident said he was a union worker and said the workers are extremely well trained that work on the pipeline. Supervisor Stumbo asked if he was concerned with it being close to schools and he said he was but Mr. Malcolm stated as long as he has worked building pipelines he has witnessed no accidents. Mr. Malcom asked for the Board to support the Nexus pipeline.

Supervisor Stumbo asked if there was another pipeline near the school and it was confirmed that there was an existing pipeline near the school.

Clarence Gray, Township Resident stated he was a retired union worker and knows there continues to be a need for jobs. Mr. Gray said that his only concern would be with the route of the pipeline and stressed the need for quality materials to be used when building the pipeline.

Stephanie Yates, Ohio Resident stated she was a wife of a union pipeline worker. Ms. Yates said she travels wherever her husband works. Ms. Yates stated that although the Nexus pipeline was not near her home in Ohio there was a pipeline that runs directly under her living room. Ms. Yates also stated that along with the union workers their families would come into the community and that would contribute to commerce in Ypsilanti Township.

Ben Calhoun, Township Resident stated he was the owner of the Pro Shop for Disc Golf on the corner of Grove Road and Bridge Rd. Mr. Calhoun said that if the pipeline goes through it would completely destroy his business. Mr. Calhoun stated that the plan would be to cut down approximately 20 trees and take 30 feet of the course. He said that it would shut down 1/3 of his course for an entire year. Mr. Calhoun stated he was against the pipeline.

Matt Stowe, Township Resident stated he supported the pipeline.

Dell Johnson, Township Resident said he had three great grandchildren attending Lincoln School and stated he was comfortable with the pipeline going through that area because he was a union worker who works with the pipeline and knows the quality of the work.

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Tom Morgan, Michigan Resident stated he supported the Nexus Pipeline. He said that on the environmental end of the project they were top notch people working with the soil and when they were finished you would not be able to tell there was a pipeline under the ground. Mr. Morgan stated there was a natural gas line going into Lincoln School that might be made out of plastic, the pipeline that was planned would be built with a heavy duty pipeline built by great qualified and well trained workers.

Trustee Stan Eldridge stated that the Township Board historically had always supported Unions. Trustee Eldridge said either way the vote comes out tonight it would be a vote for a different route for the pipeline not about the workers.

6. CONSENT AGENDA

A. MINUTES OF THE JUNE 21, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR JULY, 2016 IN THE AMOUNT OF \$362,897.42
2. STATEMENTS AND CHECKS FOR JULY 19 , 2016 IN THE AMOUNT OF \$1,530.133.56
3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2016 IN THE AMOUNT OF \$42,000.85
4. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2016 IN THE AMOUNT OF \$1,200.00

C. JUNE 2016 TREASURER'S REPORT

A motion was made by Karen Lovejoy Roe, supported by Trustee S. Martin to approve the Consent Agenda

The motion carried unanimously.

7. SUPERVISOR REPORT (none given)

8. CLERK REPORT (none given)

9. TREASURER REPORT (none given)

10. TRUSTEE REPORT (none given)

11. ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that the State of Michigan, Ypsilanti Township, and a number of other counties, state wide entities, and the Federal Government were trying to redevelop the 335 acres of the former General Motors Hydra Matic Facility Property. He said they were trying to turn it into a new testing facility for the autonomous and connected vehicle research center. Attorney Winters stated that it was moving forward. He said there was a purchase agreement entered into between Ypsilanti Township and the Willow Run Arsenal for Democracy Land Holdings, LLC.

OLD BUSINESS

- 1. 2ND READING OF RESOLUTION 2016-16, PROPOSED ORDINANCE 2016-463, AMENDING THE TOWNSHIP CODE OF ORDINANCES, CHAPTER 22, BUSINESSES, TO REGULATE OUTDOOR COLLECTION BOXES (see attached) (FIRST READING HELD AT THE JUNE 12, 2016 REGULAR MEETING)**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the 2nd Reading of Resolution 2016-16, Proposed Ordinance 2016-463, Amending the Township Code of Ordinances, Chapter 22, Businesses, to Regulate Outdoor Collection Boxes.

The motion carried unanimously.

- 2. REQUEST AUTHORIZATION TO APPROVE A NEW AUTO STORAGE, DISMANTLING AND PROCESSING BUSINESS LICENSE FOR FRANKLIN YARDS, LLC LOCATED AT 2835 COOLIDGE AVENUE CONTINGENT UPON PAYMENT FOR ALL DELINQUENT PROPERTY TAXES IN THE AMOUNT OF \$9,236.04 (TABLED AT THE MAY 17, 2016 REGULAR MEETING)**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to remove it from the table:

| | | | | | |
|---------------------|------------|-------------------|------------|-------------------|------------|
| Eldridge: | Yes | S. Martin: | Yes | Stumbo: | Yes |
| Lovejoy Roe: | Yes | Doe: | Yes | M. Martin: | Yes |

The motion carried unanimously.

A Motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve the Request for Authorization to Approve a New Auto Storage,

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Dismantling and Processing Business License for Franklin Yards, LLC Located at 2835 Coolidge Avenue Contingent Upon Payment of all Delinquent Property Taxes in the Amount of \$9,236.04.

Jason Armus and Michael Langdon said they purchased the property of Franklin Yards, LLC. They reported they had remodeled the entire area, installing security cameras and new lighting. The new owners said they had agreed to pay the delinquent property taxes although it was not taxes they owed but the unpaid taxes from the previous owners.

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #10 (see attached)

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Budget Amendment #10.

The motion carried unanimously.

2. RESOLUTION 2016-17, OPPOSING THE NEXUS PIPELINE (see attached)

A motion was made by Trustee M. Martin, supported by Treasurer Doe to table Resolution 2016-17.

| | | | | | |
|---------------------|------------|-------------------|------------|-------------------|------------|
| Eldridge: | Yes | S. Martin: | Yes | Stumbo: | Yes |
| Lovejoy Roe: | Yes | Doe: | Yes | M. Martin: | Yes |

3. RESOLUTION 2016-27, AMENDMENT OF PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT(see attached)

A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Resolution 2016-27, Amendment of Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department.

The motion carried unanimously.

4. RESOLUTION 2016-28, REQUEST THE STATE OF MICHIGAN TO DISCOURAGE THE USE OF COAL TAR SEALANT(see attached)

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-28, Request the State of Michigan to Discourage the Use of Coal Tar Sealant.

The motion carried unanimously.

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- 5. REQUEST AUTHORIZATION TO ACCEPT THE COMMUNITY TOURISM ACTION PLAN (CTAP) GRANT FROM THE WASHTENAW COUNTY VISITORS AND CONVENTION BUREAU IN THE AMOUNT OF \$10,000.00 WITH A REQUIRED 20% CONTRIBUTION OF MATCHING FUNDS IN THE AMOUNT OF \$2,000.00 FROM YPSILANTI TOWNSHIP**

A Motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to Approve the Request Authorization to Accept the Community Tourism Action Plan (CTAP) Grant from the Washtenaw County Visitors and Convention Bureau in the Amount of \$10,000.00 with a Required 20% contribution of Matching Funds in the Amount of \$2,000.00 From Ypsilanti Township.

The motion carried unanimously.

- 6. REQUEST OF KAREN WALLIN, HUMAN RESOURCE GENERALIST FOR AUTHORIZATION TO ADD THE SILVER SNEAKERS PROGRAM RIDER TO THE MEDICARE PLUS BLUE PPO FOR RETIREES AND SPOUSES IN THE AMOUNT OF \$1,915.20 PER YEAR**

A Motion was made Trustee M. Martin, supported by Treasurer Doe to Approve the Request of Karen Wallin, Human Resource Generalist for Authorization to Add the Silver Sneakers Program Rider to the Medicare Plus Blue PPO for Retirees and Spouses in the Amount of \$1,915.20 per year.

The motion carried unanimously.

- 7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, FOR AUTHORIZATION OF THE ADOPT A STOP MAINTENANCE AGREEMENT WITH THE ANN ARBOR AREA TRANSPORTATION AUTHORITY FOR A PASSENGER SHELTER AT BUS STOP #2499 LOCATED AT THE CIVIC CENTER**

A Motion was made by Trustee S. Martin, supported by Treasurer Doe to Table the Request of Jeff Allen, Residential Services Director, for Authorization of the Adopt a Stop Maintenance Agreement with the Ann Arbor Area Transportation Authority for a Passenger Shelter at Bus Stop #2499 Located at the Civic Center.

| | | | | | |
|-------------------|------------|-------------------|------------|---------------------|------------|
| M. Martin: | Yes | Doe: | Yes | Lovejoy Roe: | No |
| Stumbo: | Yes | S. Martin: | Yes | Eldridge: | Yes |

The motion carried.

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- 8. RESOLUTION 2016-29, TO EFFECTUATE PROVISIONS IN THE LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT, A 2012 GRANT FROM THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES IN AN AWARD AMOUNT UP TO \$99,600.00 AND TO APPROVE A REQUIRED MATCH OF 50% FROM YPSILANTI TOWNSHIP IN AN AMOUNT UP TO \$99,600.00 BUDGETED IN LINE ITEM #212-970-000-997-001(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Resolution 2016-29, to Effectuate Provisions in the Land and Water Conservation Fund Development Project Agreement, A 2012 Grant from the Michigan Department of Natural Resources in an Award Amount up to \$99,600.00 and to Approved a Required Match of 50% From Ypsilanti Township in an Amount up to \$99,600.00 Budgeted in Line Item #212-970-000-997-001.

The motion carried unanimously.

- 9. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR AND CARL ROWSEY, COMPOST SITE COORDINATOR TO WAIVE THE FINANCIAL POLICY AND AUTHORIZE THE QUOTE FOR THE PURCHASE OF A NEW 2016 CT718 WINDROW TURNER FROM VERMEER OF MICHIGAN IN THE AMOUNT OF \$498, 850.00 BUDGETED IN LINE ITEM #590-590-000-977-000 (see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director and Carl Rowsey, Compost Site Coordinator to Waive the Financial Policy and Authorize the Quote for the Purchase of a New 2016 CT718 Windrow Turner From Vermeer of Michigan in the Amount of \$498,850.00 Budgeted in Line Item #590-590-000-977-000.

The motion carried unanimously.

- 10. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF A CONTRACT WITH SPICER GROUP FOR ENGINEERING SERVICES FOR THE RENOVATION OF THE FORD LAKE TENNIS COURTS IN AN AMOUNT NOT TO EXCEED \$28,000.00 BUDGETED IN LINE ITEM #212-970-000-997-001(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Jeff Allen, Residential Services Director for Authorization of a Contract with Spicer Group for Engineering Services for the renovation of the Ford Lake Tennis Courts in an Amount Not to Exceed \$28,000.00 Budgeted in Line Item #212-970-000-997-001.

The motion carried unanimously.

- 11. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR AUTHORIZATION OF THE EASEMENT ACQUISITION AGREEMENT WITH THE WASHTENAW**

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COUNTY ROAD COMMISSION TO ACQUIRE THE NECESSARY EASEMENTS RELATING TO THE WASHTENAW AVENUE SIDEWALK INFILL PROJECT IN AN AMOUNT NOT TO EXCEED \$18,000.00 BUDGETED IN LINE ITEM #101-466-000-818-022 PENDING ATTORNEY REVIEW(see attached)

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Joe Lawson, Planning Director for Authorization of the Easement Acquisition Agreement with the Washtenaw County Road Commission to Acquire the necessary Easements Relating to the Washtenaw Avenue Sidewalk Infill Project in an Amount Not to Exceed \$18,000.00 Budgeted in Line Item #101-466-000-818-022 Pending Attorney Review.

The motion carried unanimously.

12. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR APPROVAL OF THE METRO ACT APPLICATION OF MOBILITIE, LLC PER PUBLIC ACT 48 OF 2002 AND TO AUTHORIZE THE SIGNING OF THE PERMIT PENDING ATTORNEY REVIEW(see attached)

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Joe Lawson, Planning Director for Approval of the Metro Act Application of Mobilitie, LLC Per Public Act 48 of 2002 and to Authorize the Signing of the Permit Pending Attorney Review(see attached).

The motion carried unanimously.

13. REQUEST OF LONNIE SCOTT, PARK COMMISSION CHAIR TO DONATE \$300.00 TO THE MICHIGAN MOUNTAIN BIKING ASSOCIATION'S 501(C)3 NONPROFIT TO HELP FUND IMPROVEMENTS IN HEWEN'S CREEK BUDGETED IN LINE ITEM #208-208-000-956-000

A Motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request of Lonnie Scott, Park Commission Chair to Donate \$300.00 to the Michigan Mountain Biking Association's 501 (C)3 Nonprofit to Help Fund Improvements in Hewen's Creek Budgeted in Line Item #208-208-000-956-000. The check should be made out to the Potawatomi Mountain Bike Association, PO Box 217, Dexter, MI 48130 and designate it for Hewen's Creek.

The motion carried unanimously.

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- 14. REQUEST AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE ENERGY FOR THE INSTALLATION OF ONE OVERHEAD FED 65 WATT AUTOBAHN LED WITH GRAY HOUSING MOUNTED ON A 17'6" ARM ATTACHED TO AN EXISTING WOOD POLE TO BE LOCATED AT CLARK RD. AND WIARD BLVD. IN THE AMOUNT OF \$1,646.83 BUDGETED IN LINE ITEM #101-956-000-926-050(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request for Authorization to Sign Purchase Agreement with DTE Energy for the Installation of One Overhead Fed 65 Watt Autobahn LED with Gray Housing Mounted on a 17'6" Arm Attached to an Existing Wood Pole to be Located at Clark Road and Wiard Blvd. in the Amount of \$1,646.83 Budgeted in Line Item #101-956-000-926-050.

The motion carried unanimously.

- 15. REQUEST OF MIKE RADZIK, DIRECTOR OF OFFICE OF COMMUNITY STANDARDS FOR AUTHORIZATION TO FILL THREE VACANT ACT 54 POSITIONS IN THE BUILDING DEPARTMENT IN THE AMOUNT OF \$102,991.00**

A Motion was made by Treasurer Doe, supported Trustee S. Martin to Approve the Request of Mike Radzik, Director of Office of Community Standards for Authorization to Fill Three Vacant Act 54 Positions in the Building Department in the Amount of \$102,991.00.

The motion carried unanimously.

- 16. REQUEST OF MIKE RADZIK, DIRECTOR OF OFFICE OF COMMUNITY STANDARDS FOR AUTHORIZATION TO PURCHASE UP TO THREE VEHICLES THROUGH THE MIDEAL PROGRAM TO ACCOMMODATE NEW INSPECTORS IN THE BUILDING DEPARTMENT IN AN ESTIMATED AMOUNT OF \$70,500.00 BUDGETED IN LINE ITEM #595-595-000-985-000**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Mike Radzik, Director of Office of Community Standards for Authorization to Purchase up to Three Vehicles Through the MIDEAL Program to Accommodate New Inspectors in the Building Department in an Estimated Amount of \$70,500.00 Budgeted in Line Item #595-595-000-985-000.

The motion carried unanimously.

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**17. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF THE
RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE
AUTHORITY AGREEMENT FOR WASHTENAW COUNTY AND ADJACENT
COMMUNITIES(see attached)**

A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request of Eric Copeland, Fire Chief for Approval of the Restated and Amended Hazardous Materials Response Authority Agreement for Washtenaw County and Adjacent Communities.

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATION AND BIDS

**1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR
REPLACEMENT OF TWO FURNACES AND TWO AIR CONDITIONING UNITS
AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Eric Copeland, Fire Chief to Seek Sealed Bids for Replacement of Two Furnaces and Two Air Conditioning Units at Fire Headquarters Located at 222 S. Ford Blvd.

The motion carried unanimously.

Eric Copeland, Fire Chief stated he had attended a meeting regarding the pipeline with DTE and he commended the board for voting to get additional information regarding the pipeline.

A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 9:20 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-25

Sensitile Industrial Facilities Tax Exemption Application for Expansion in the Amount of \$2,341,770.00

WHEREAS, on June 21, 2016, the Charter Township of Ypsilanti Board of Trustees approved Resolution No. 2016-18 for the creation of Industrial Development District No. 16-277 pursuant to Public Act 198, Act of 1974; and

WHEREAS, on May 13, 2016 Abhinand Lath, on behalf of **Sensitile Systems, LLC**, submitted an **Application For Industrial Facilities Tax Exemption Certificate** regarding property within the Industrial Development District; and

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

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

WHEREAS, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the **19th** day of **July, 2016**; and

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

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

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

NOW THEREFORE,

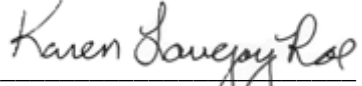
BE IT RESOLVED AS FOLLOWS:

1. The Charter Township of Ypsilanti Board of Trustees approves the **Application of Sensitile Systems, LLC** for an Industrial Facilities Tax Exemption Certificate in the amount of **\$2,341,770** for real property improvements for the 12 year period, as requested, on the condition that **Sensitile Systems, LLC** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

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

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

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. 2016-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-26

*Sensitile Industrial Facilities Tax Exemption Application
for Internal Improvements in the Amount of \$300,000.00*

WHEREAS, on June 21, 2016, the Charter Township of Ypsilanti Board of Trustees approved Resolution No. 2009-17 for the creation of Industrial Development District No. 09-275 pursuant to Public Act 198, Act of 1974; and

WHEREAS, on May 27, 2016 Abhinand Lath, on behalf of **Sensitile Systems, LLC**, submitted an **Application For Industrial Facilities Tax Exemption Certificate** regarding property within the Industrial Development District; and

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

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

WHEREAS, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the **19th** day of **July, 2016**; and

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

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

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

NOW THEREFORE,

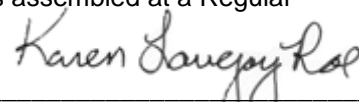
BE IT RESOLVED AS FOLLOWS:

1. The Charter Township of Ypsilanti Board of Trustees approves the **Application of Sensitile Systems, LLC** for an Industrial Facilities Tax Exemption Certificate in the amount of **\$300,000** for real property improvements for the 12 year period, as requested, on the condition that **Sensitile Systems, LLC** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

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

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

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. 2016-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-16

In Reference to Proposed Ordinance 2016-463

Amending the Township Code of Ordinances, Chapter 22, Businesses, to Regulate Outdoor Collection Boxes

Whereas, the Township has seen a proliferation of collection boxes throughout the Township; and

Whereas, the Ypsilanti Township Code of Ordinances Chapter 26 currently does not contain regulations governing collection boxes; and

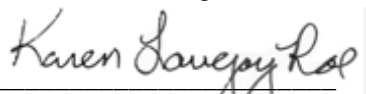
Whereas, the Township Board desires to provide regulations and standards for the size, location and upkeep of collection boxes to protect and enhance the health, safety and welfare of its residents; and

Whereas, the Ordinance 2016-463 sets standards for the location, size and maintenance of collection boxes and requires that a permit be issued by the Department of Community Standards before a collection box is placed within the Township; and

Now Therefore,

Be it resolved, that Ordinance No. 2016- 463 is hereby adopted by reference.

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. 2016-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2016-463**

*An Ordinance to Amend the Charter Township of Ypsilanti Code of Ordinances, Chapter 22
Entitled "Businesses" to Regulate Outdoor Collection Boxes in the Township*

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

ADD: the following new provisions to Chapter 22 entitled "Businesses"

1. Intent

This Ordinance is intended to safeguard the health, safety and welfare of all persons who use collection boxes within the Ypsilanti Township. The intent of this Collection Boxes Ordinance is to regulate outdoor collection boxes in the Township so that they are clean and safe; establish standards for their size and location so they do not create hazards to pedestrians or vehicular traffic; and to prohibit their location in residential areas.

2. Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section.

Collection Box means any metal container, receptacle, or similar device that is located on any parcel or lot of record within the Township and that is used for soliciting and collecting the receipt of clothing, household items, or other salvageable personal property. This term does not include recycle bins solely used for the collection of recyclable material, any rubbish or garbage receptacle or any collection box located within an enclosed structure.

Department means the Office of Community Standards for the Charter Township of Ypsilanti.

Director means the Director of Planning for the Charter Township of Ypsilanti.

Operator means a person who owns, operates or otherwise is in control of collection boxes to solicit collections of salvageable person property.

Permitee means a person over 18 years of age or an entity who is issued a permit authorizing placement of collection box(es) on real property.

Real Property, Property or Land means a lot of record located in the Township of Ypsilanti.

3. Collection Box Permits Required

It shall be unlawful for any person to deposit, store, keep or maintain or to permit to be deposited, stored, kept or maintained a collection box on any real property without first obtaining an annual permit issued by the Department. A permit is required for each collection box.

4. Application for a Permit.

A. Application for permits required by this ordinance shall be upon forms provided by the Department which shall be signed by an individual who is an officer, director, or member of the entity seeking a permit. An application shall contain the following:

1. If the collection box is used to solicit donations on behalf of a for profit organization, the name, address and email of all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non-publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all aliases.

2. If the collection box is used to solicit donations on behalf of a non-profit 501(c)(3) organization, the name, address and email of its headquarters; and proof of the 501(c)(3) status of the charitable organization or a valid registration under the Charitable Organization and Solicitation Act.

3. Whether the applicant has previously received a permit for a collection box in the township or currently operates a collection box.

4. The name, address, email address and telephone number of a contact person accepting responsibility for all matters relating to a collection box located in the Township.

5. Removal agreement: The applicant shall submit a signed removal agreement and cash security, satisfactory to the township attorney, for the removal of collection boxes, any related site improvements and/or code violations. The applicant shall demonstrate that adequate funds will be available to the township for the removal of the collection boxes, restoration of the site and associated administrative costs incurred by the township in the event that the applicant, property owner or their successors fail to remove the collection boxes in a timely manner as required by this article.

6. The physical address of the real property where the collection box is proposed to be located including parcel ID number.

7. A scaled drawing sufficient to illustrate the proposed location of the collection box on the real property, the dimensions of the proposed collection box and that the location complies with the requirements of Section 5 of this ordinance.

8. A nonrefundable application fee to be established by resolution of the Township Board. The Township Board may, from time to time, modify the established fee schedule.

5. Requirements for a Permit.

A. Maintenance Standards. A Permittee shall operate and maintain, or cause to be operated and maintained, all collection boxes located in the Township, as follows:

1. Collections boxes shall be metal or other appropriate material as approved by the director, and shall further be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti;

2. Collection boxes shall be locked or otherwise secured in such a manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents;

3. Collection boxes shall have, at a minimum, 2-inch type visible from the front of each collection box the name, address, email, website and phone number of the operator, and whether the collection box is owned and operated on behalf of a for profit company or non-profit organization. The collection box shall not have information, advertising or logos other than those relating to the Operator, for profit or non-profit organization.

4. Collection boxes shall be serviced and emptied as needed, but at least every seven (7) days.

5. The Permittee and property owner shall maintain, or cause to be maintained, the area surrounding the collection boxes, free from any junk, debris or other material. The property owner shall be responsible to the extent provided by law for the Township's cost to abate any nuisance, in accordance with Section 26-28, "Cause of blight or blighted factors enumerated," of the Township Code.

B. Collection boxes prohibited:

1. Not be permitted on any land zoned or used for residential purposes.

2. Not be permitted, if the applicant does not own the real property designated for the placement of the collection box, unless a notarized affidavit signed by the property owner granting permission for the placement of the proposed collection box is submitted to the Department. For purposes of this subsection, the affidavit and acknowledgement may be executed by an individual who is an officer, director, member or manager of the property owner.

3. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than thirty (30) days.

4. Not be less than 1,000 feet from another collection box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two (2) collection boxes on a single lot of record are permitted if the two (2) collection boxes are side by side and are no more than one foot apart.
5. Not exceed 7.0 feet in height, 6.0 feet in width and 6.0 feet in dept.
6. Not cause a visual obstruction to vehicular or pedestrian traffic.
7. Maintain all applicable yard setbacks for the district in which the box is located as prescribed within Article XX of the township zoning ordinance.
8. Not be placed closer than 10 feet from: i) a public or private sidewalk; ii) a public right-of-way; iii) a driveway; or iv) a side or rear property line of adjacent property used for residential purposes.
9. Not cause safety hazards with regard to a designated fire lane or building exit.
10. Not interfere with an access drive, off-street parking lot maneuvering land and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic; encroach upon an access drive, fire lane, off-street parking lot maneuvering lane and/or required off-street parking space as illustrated on the approved site plan.
11. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

6. Permit issuance or denial; appeal of denial.

A. Upon receipt of the application for a license, the Department shall forward the same to the Director or his designated representative for a review of the same. Upon receipt by the Director or his designated representative, the Director or designated representative shall cause an investigation to ensure that the applicant meets all requirements set forth in Sections 4 and 5. After such investigation, the Director or his designated representative shall notify the Department whether the application is complete and whether the applicant meets the requirements of Sections 4 and 5.

B. A permit may be denied for the following reasons:

1. An applicant had a permit revoked under this ordinance within the last year.
2. The applicant does not fulfill the requirements of Section 4.
3. An applicant that does not fulfill the requirements of Section 5.
4. An applicant who materially misrepresents any facts or statement on the permit application.
5. No license shall be issued to any applicant until such applicant shall have obtained the age of 18 years.

C. Any person whose permit application has been denied shall have the right to petition the board of trustees of the township for an appeal. A written request for an appeal must be filed with the Clerk's office within 14 days after notice of the denial has been mailed to the applicant's last known address. A written statement setting forth the grounds for the appeal must be included with the written request for an appeal. The township board shall grant a public hearing on this appeal, and the applicant shall have the right to appear and present evidence on his behalf. Following such hearing, the board shall submit to the applicant a written statement of its findings and determinations. The board's determination shall be based upon whether the Department's refusal to issue a permit pursuant to Section 6 was supported by competent, material and substantial evidence.

7. Term of Permit and Renewal of Permit.

A. Each permit issued pursuant to this Ordinance shall expire on midnight October 31 of each year, unless previously terminated pursuant to this article.

B. A collection box permit shall be renewed annually. The application for renewal must be filed not later than forty (45) days before the permit expires. The application for renewal shall be upon a form provided by the Director.

C. The Director shall either approve or deny the renewal of a permit after receipt of a complete renewal application and payment of the renewal fee.

D. A permit renewal fee set by resolution of the Township Board shall be submitted with the application for renewal.

E. Prior to expiration of the permit, the Permittee may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the permit. The permit shall become void upon the Director's receipt of a written notice of intent to cancel the permit.

F. The Director shall approve the renewal of a permit if the Director finds that at the time of submission of the application for renewal, or at any time during the renewal application process, there were not circumstances inconsistent with any finding required for approval of a new permit. Any Permittee whose permit has been revoked shall be denied renewal of the permit for the subsequent year.

G. If the permit expires and is not renewed, the collection box(es) must be removed from the real property within a maximum of ten (10) days after expiration of the permit.

8. Transfer not permitted.

No permit issued under the provisions of this article shall be transferred, assigned or conveyed to another person or legal entity.

9. Revocation of Permit, Removal of Collection Boxes and Liability.

A. The Director shall have the right to revoke any permit issued hereunder for a violation of this article. Any of the grounds upon which the Director may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the Permittee to comply with the provisions of this Ordinance or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The Director shall provide written notification to the Permittee and property owner via first class mail, email or in person stating the specific grounds for a revocation and a demand for correction and abatement. The notice shall allow a maximum of seven (7) days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit may be revoked by the Director and, thereafter, the Permittee shall not be eligible for a permit on the property for the subsequent year.

B. Upon revocation, the collection box shall be removed from the real property within ten (10) days and, if not so removed within the time period, the Township may remove, store or dispose of the collection box at the expense of the Permittee and/or real property owner. Any such boxes that are not claimed within thirty (30) days shall be destroyed. All costs associated with the removal, storage or disposal of the collection box incurred by the Township, or the Township's contractor, shall be the responsibility of the property owner. If such obligation is not paid within thirty (30) days after mailing of a billing of costs to the property owner, the Township may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the Township, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.

C. A permit for a collection box may be revoked if any governmental authority or agency determines that the collection box has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

10. Appeal to Township Board of Trustees.

Any person aggrieved by the decision rendered by the Director in revoking a permit issued under this article may appeal the decision to the Township Board of Trustees. This appeal shall be made by filing a written notice thereof with the Township Clerk's Office setting for the grounds for the appeal not later than fourteen (14) days after notice of the decision of the Director has been mailed to the permit holder at its last known address. The Township Board may grant relief if the person presents competent, material and substantial evidence that there was an error in the

decision of the Director. Following the hearing, the Township Board shall submit a written statement of its findings and determinations.

11. Penalty and Remedies.

- A. In addition to revocation of permit pursuant to Section 9 of this Ordinance, any person in violation of the provisions of this article is guilty of a civil infraction.
- B. In addition to the penalty provided in subsection (A) of this section, any condition caused or permitted to exist in violation of the provisions of this Ordinance, or any ordinance of the Township, shall be deemed a new and separate offense for each day that such condition continues to exist.
- C. Nothing in this Ordinance shall prevent the Township from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this article.
- D. The real property owner and Permittee shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.
- E. All collection boxes existing at the effective date of the ordinance shall apply for a permit as required herein within thirty (30) days of the effective date. Any collection boxes not in compliance with this article after sixty (60) days of the effective date shall be subject to all remedies for violation as provided herein.

Severability

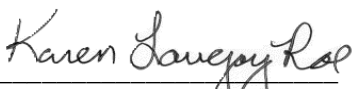
Should any provision or part of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2016-463 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 19, 2016 after first being introduced at a Regular Meeting held on June 21, 2016. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe, S. Martin ABSENT: Currie, NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, August 4, 2016

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #10**

July 19, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$3,584.00

Increase budget for PTO payout request over the budgeted 32 hours. One employee is requesting 100 PTO hours and another employee is requesting 80 PTO hours, both to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

| | | | |
|-----------|-------------------------|---------------------|---------------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$3,584.00 |
| | | Net Revenues | <u><u>\$3,584.00</u></u> |

| | | | |
|---------------|-----------------------|-------------------------|---------------------------------|
| Expenditures: | Salaries pay out -PTO | 101-201-000-708.004 | \$1,723.00 |
| | FICA | 101-201-000-715.000 | \$132.00 |
| | | Net Expenditures | <u><u>\$1,855.00</u></u> |

| | | | |
|---------------|-----------------------|-------------------------|---------------------------------|
| Expenditures: | Salaries pay out -PTO | 101-227-000-708.004 | \$1,606.00 |
| | FICA | 101-227-000-715.000 | \$123.00 |
| | | Net Expenditures | <u><u>\$1,729.00</u></u> |

212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND

Total Increase \$227,200.00

Request to increase budget for the repair of the Ford Lake tennis courts. This is a Grant project that was approved by the Michigan Department of Natural Resources (DNR) for Ford Lake Improvements. The original request for this Grant was approved on March 26, 2012 by resolution 2012-10, however it was postponed until now. The DNR will reimburse the Township 50% of the construction project not to exceed \$99,600.00. The total anticipated project including construction of \$199,200 and engineering fees not to exceed \$28,000 equaling \$227,200. This will be funded by a reimbursement from the DNR and an appropriation of prior year fund balance.

| | | | |
|-----------|--------------------------|---------------------|-----------------------------------|
| Revenues: | Prior Year Appropriation | 212-000-000-699.000 | \$127,600.00 |
| | State Grant - DNR | 212-000-000-569.023 | \$99,600.00 |
| | | Net Revenues | <u><u>\$227,200.00</u></u> |

| | | | |
|---------------|---------------------------|-------------------------|-----------------------------------|
| Expenditures: | Capital Outlay/Recreation | 212-970-000-997.001 | \$227,200.00 |
| | | Net Expenditures | <u><u>\$227,200.00</u></u> |

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #10**

July 19, 2016

249 - BUILDING FUND

Total Increase \$102,991.00

Request to increase budget to fill three open positions which are for a building, plumbing, and electrical inspectors. This will cause a decrease in the budgeted amount for contractual services that have been compensating the fees of outside contracted inspectors. Wages, FICA, and MERS are calculations based on 5 months (August through December) of 2016. Insurances will be calculated for 2 months at family rates in 2016, which is after 90 day probation period. Up to three vehicles will be required for the inspectors. These will be leased through the Motor Pool Fund for a 5 month period in 2016. This will be funded by an appropriation of prior year fund balance.

| | | | |
|---------------|---------------------------------|-------------------------|-----------------------------------|
| Revenues: | Prior Year Fund Balance | 249-000-000-699.000 | \$102,991.00 |
| | | Net Revenues | <u><u>\$102,991.00</u></u> |
| Expenditures: | Building Inspector | 249-249-000-706.004 | \$21,545.00 |
| | Electrical Inspector | 249-249-000-706.005 | \$21,545.00 |
| | Heating and Plumbing Inspectors | 249-249-000-706.006 | \$21,545.00 |
| | FICA | 249-249-000-715.000 | \$4,945.00 |
| | Health Insurance | 249-249-000-719.000 | \$10,258.00 |
| | Sick and Accident | 249-249-000-719.001 | \$147.00 |
| | Dental Benefits | 249-249-000-719.015 | \$780.00 |
| | Vision | 249-249-000-719.016 | \$109.00 |
| | Health Care Deductions | 249-249-000-719.020 | \$12,900.00 |
| | Health care admin fee | 249-249-000-719.021 | \$23.00 |
| | Life | 249-249-000-720.000 | \$109.00 |
| | MERS | 249-249-000-876.000 | \$3,335.00 |
| | Motor Pool Lease | 249-249-000-943.000 | \$5,750.00 |
| | | Net Expenditures | <u><u>\$102,991.00</u></u> |

266 - LAW ENFORCEMENT FUND

Total Increase \$1,786.00

Increase budget for PTO payout request over the budgeted 32 hours. Employee is requesting 80 PTO hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|-------------------------|---------------------------------|
| Revenues: | Prior Year Fund Balance | 266-000-000-699.000 | \$1,786.00 |
| | | Net Revenues | <u><u>\$1,786.00</u></u> |
| Expenditures: | Salaries pay out -PTO | 266-304-000-708.004 | \$1,659.00 |
| | FICA | 266-304-000-715.000 | \$127.00 |
| | | Net Expenditures | <u><u>\$1,786.00</u></u> |

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #10**

July 19, 2016

590 - COMPOST FUND

Total Increase \$498,859.00

Request to increase budget for the purchase of a windrow turner, not to exceed \$498,859. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|-------------------------|----------------------------|
| Revenues: | Prior Year Fund Balance | 590-000-000-699.000 | \$498,859.00 |
| | | Net Revenues | <u>\$498,859.00</u> |
| Expenditures: | Equipment | 590-590-000-977.000 | \$498,859.00 |
| | | Net Expenditures | <u>\$498,859.00</u> |

595 - MOTOR POOL FUND

Total Increase \$70,500.00

Request to increase budget for the purchase of 3 vehicles at approximately \$23,500 each for Building Fund inspectors. The Building Fund will be paying a lease for the vehicles. This will be funded by Lease Revenue and an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------------|-------------------------|---------------------------|
| Revenues: | Prior Year Fund Balance | 595-000-000-699.000 | \$64,750.00 |
| | Combined Lease/Repair Revenue | 595-000-000-607.515 | \$5,750.00 |
| | | Net Revenues | <u>\$64,750.00</u> |
| Expenditures: | Capital Outlay/Vehicles | 595-595-000-985.000 | \$70,500.00 |
| | | Net Expenditures | <u>\$70,500.00</u> |

Motion to Amend the 2016 Budget (#10):

Move to increase the General Fund budget by \$3,584 to \$8,675,753 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads & General (BSRII) Fund by \$227,200 to \$1,790,436 and approve the department line item changes as outlined.

Move to increase the Building Fund by \$102,991 to \$561,343 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund by \$1,786 to \$6,813,717 and approve the department line item changes as outlined.

Move to increase the Compost Fund by \$498,859 to \$928,961 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund by \$70,500 to \$892,452 and approve the department line item changes as outlined.

Charter Township of Ypsilanti

Resolution No. 2016-27

Amendment to Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department

WHEREAS, the Charter Township of Ypsilanti has previously adopted Professional Fees for Township, Attorney, Planner, Engineer and Fire Department which schedule is from time to time amended; and

WHEREAS, the Charter Township of Ypsilanti has adopted an ordinance regulating collection boxes that requires a permit renewal fee; and

WHEREAS, the Charter Township of Ypsilanti has contracted with Carlisle/Wortman Associates, Inc. to provide professional planning services pursuant to an agreed upon fee schedule; and

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2014-36, Professional Fees for Township, Attorney, Planner, Engineer and Fire Department by adding the following fees and hourly rates:

Collection Box Permit Renewal Fee

- Fee: \$50

Planning Fees

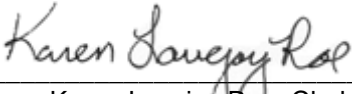
- Fees and hourly rates for professional planning services as indicated in the enclosed schedule for Carlisle/Wortman Associates, Inc.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti amends Resolution No. 2014-36 by adding the above described fees and hourly rates for the regulation of collection boxes and for the delivery of professional planning services.

BE IT FURTHER RESOLVED that any previous Professional Service Fees not in conformity with those contained in this resolution shall be repealed.

BE IT FURTHER RESOLVED that the fees and hourly rates contained in this resolution to amend the existing fee schedule for Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective immediately.

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. 2016-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

APPENDIX A

Development Review Fee Schedule

1. Single-Family Subdivision Plat Review:
 - a. Sketch Plan Review \$250 plus \$20 per acre
 - b. Preliminary Plat Review \$400 plus \$20 per acre
(tentative and final)
 - c. Final Plat Review \$300 plus \$20 per acre
2. Site Plan Review:
 - a. Concept Plan \$350 plus \$20 per acre
 - b. Final Plan \$400 plus \$20 per acre
3. Planned Unit Development:
 - a. Preliminary Plan \$400 plus \$20 per acre
 - b. Final Detailed Site Plan \$500 plus \$20 per acre
4. Rezoning Applications: \$400 plus \$10 per acre
5. Special Land Use Applications:
 - a. Cluster Housing \$350 plus site plan fee
 - b. All others \$300 plus site plan fee
6. Landscape Plans \$200 plus \$10 per acre
7. Variances Hourly
8. Review of Revisions Hourly

RESOLUTION 2016-28

Discouraging Use of Coal Tar Sealant

Whereas, the Charter Township of Ypsilanti finds that lakes, rivers, streams and other bodies of water are natural assets which enhance the environmental, recreational, cultural and economic resources and contribute to the general health and welfare of the community.

Whereas, the Charter Township of Ypsilanti finds that the use of sealers on asphalt driveways is a common practice. However, scientific studies on the use of driveway sealers have demonstrated a relationship between the use of coal tar-based sealers and certain health and environmental concerns, including increased cancer risk to humans and impaired water quality in streams.

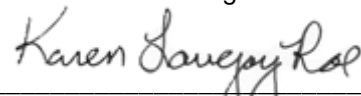
Whereas, the Charter Township of Ypsilanti finds that the use of sealer products containing >0.1% Polycyclic Aromatic Hydrocarbons (PAHs) by weight, including coal tar-based sealers is a health hazard.

Whereas, the Huron River Watershed Council is encouraging municipalities to ban coal tar-based sealers, as coal tar-based sealers are a known health hazard.

Whereas, the Charter Township of Ypsilanti Board of Trustees discourages the use of coal tar-based sealers and would support a State of Michigan ban of coal tar-based products

Be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby discourages the use of coal tar-based sealers and asks the State of Michigan to ban them statewide for a more uniform enhancement and hereby requests the Clerk's Office to forward this Resolution to our State Representatives, Michigan Department of Environmental Quality, Environmental Protection Agency Region 5, and the Office of the Governor.

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. 2016-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**RESOLUTION
2016-29**

***To Effecuate Provisions in the Land and Water
Conservation Fund Development Project Agreement
(FLP Tennis
Court
Renovation)***

Upon motion made by Clerk Karen Lovejoy Roe seconded by
Trustee Stan Eldridge, the following Resolution was adopted:

“RESOLVED, that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Ninety Nine Thousand Six Hundred Dollars (\$99,600.00) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: 6

The following nay votes were recorded: 0

STATE OF MICHIGAN)
)
ss COUNTY
OF Washtenaw)

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Charter Township of Ypsilanti Board of Trustees at a meeting held July 19, 2016.

Signature 

Title Clerk

Dated July 19, 2016



5/26/2016

Quote #: 00302JANJ-R3

PO #:

Bill To:
Ypsilanti Charter Township
Carl Rowsey
2600 E. Clark Rd.
Ypsilanti, MI 48198

Ship To:
Ypsilanti Charter Township
Carl Rowsey
2600 E. Clark Rd.
Ypsilanti, MI 48198

Gentlemen:

I would like to submit this quote to you.

- 1 - Vermeer CT718, New 2016 with: **\$498,850.00**
 - Cat C15 T4F Engine 540hp
 - Fuel Tank 200 gal
 - Weight 54,000 lb
 - Max Operational Height 14'
 - Max Operational Width 26'
 - 2 Programmable Height Settings
 - 40 gal Hydraulic Capacity
 - RTX1250 Track system w/Rear Wheels
 - Processing Tunnel 7' x 18'
 - Drum Diameter including flails 44"
 - 102 Flails
 - Reversing Fan
 - Cab with Control Station
 - Side and Rearview Cameras
 - PT Tech HPTO Hydraulic Clutch
 - Hydraulically Retracted Cab w/Filtered Heat and A/C
 - Deluxe Seat w/Operator Presence and Joysticks
 - Passenger Seat
 - Operating Lights
 - Front and Rear Curtains
 - 7" Color Instrument Display
 - 3 Point Digital Height Display
 - AM/FM/WB/BT Radio
 - Trim Knob Steering
 - Confidence Plus 2yr/2,000hr Warranty (Parts and Labor)
 - Drum Warranty 7yrs (Parts and Labor on approved use and prescribed maintenance due to workmanship or material defects)

| | |
|------------------|----------------------------|
| Machine | \$498,850.00 |
| Total Due | <u>\$498,850.00</u> |

Finance Options with Approved Credit

Monthly Payment

Initials: _____

Approximate Payment on 60 months based on \$0.00 down -

\$9,653.83

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by Brenda L. Stumbo / Kim Layton / Pat Date July 29, 2016
Brenda L. Stumbo / Karen Longley / Roc

Thank you for your consideration.

Sincerely,

Nathan Johnston
Sales Representative
517-206-3405
nathan.johnston@vermeermidwest.com

July 5, 2016

Mr. Jeff Allen
Ypsilanti Township
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Ford Lake Park Tennis Courts
Ypsilanti Township

Jeff:

This document contains Spicer Group's proposal to you to furnish professional engineering services for the above-mentioned project (hereinafter called the "Project"), in order to provide Updated Bidding Documents, Bidding Assistance and Construction Administration for the Ford Lake Park Tennis Courts project.

Project Background

In March 2012, Spicer Group submitted an application for grant funding on behalf of Ypsilanti Township to the Michigan DNR Land and Water Conservation Fund and was funded in December 2012. The Project consists of performing the necessary work to provide Updated Bidding Documents, Bidding Assistance and Construction Administration for the replacement of 6 tennis courts at Ford Lake Park. A detailed summary of the work included in our fee is noted below. Should other services be necessary at any time during the project, we would be pleased to negotiate the additional fee for any additional services.

Scope of Professional Services

1. Update Bidding Documents Stage:

- Update site plans and maps as needed.
- Submit plan to and meet with the township to discuss.
- Review site drainage.
- Update site detail drawings as needed.
- Update construction and specification notes to add to the drawings for the site work as needed.
- Update Finalize plans, sections and details as needed.
- Create bidding documents and specifications that will include technical and product information so that bidding can be completed.

2. Bidding Assistance Phase:

- Prepare the construction bid advertisement for placement in the local newspaper and selected contractor publications.
- Make plans and specifications available to interested contractors.
- Hold a pre-bid meeting.
- Answer questions to the contractors preparing the bids.
- Prepare any necessary addenda.
- Open bids with you.

3. Construction Administration Phase:

- Research the qualifications and background of the low bidder if the Township or we are not familiar with them.
- Prepare the tabulation of the bids and prepare a letter of recommendation of award of the construction contract to you.
- Prepare the Contract Documents and distribute them to the Contractor.
- Review the completed Contract Documents, the insurance certificates, and bonds.
- Provide construction staking.
- Provide general oversight of the project, monitoring progress and quality, reviewing any necessary shop drawings, preparing progress payments for your approval and representing the Township on the site.
- Prepare any necessary Change Orders and Progress Payments.
- Provide material testing.
- Prepare the punch list and final cost accounting.
- Produce as built and record drawings for facility planning and maintenance.
- Close out the project.

The scope of our services has been described above. They reflect the orderly and reasonable progress of the project and, unless otherwise directed by you, we will only proceed with your concurrence and approval. Method of payment and the understanding of our professional relationship are more fully described below. Because the effort related to professional services depends primarily on the number of locations and alternatives desired, this proposal is an estimate of the effort required based on our understanding of the project, and is subject to change. We will notify you of changes that would require an increase in effort, and request your written approval before proceeding. This proposal will remain valid for 30 days.

Additional Services

We will furnish other additional services related to this project after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses. The invoice amount will be based on the actual hours spent by our staff on your project billed at the hourly rate of each staff member.

- 1. Update Bidding Documents Phase:**
Hourly rate not to exceed \$3,000
- 2. Bidding Assistance Phase:**
Hourly rate not to exceed \$5,000
- 3. Construction Administration Phase:**
Hourly rate not to exceed \$20,000

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of

Ypsilanti Township
Ford Lake Park Tennis Courts
July 5, 2016

Page 3 of 3

services. Included with this letter is a copy of the general conditions for our services that are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing. If this proposal meets your approval, please acknowledge with an authorized signature below. Please return one executed copy to us and maintain the other for your records.

We deeply appreciate your confidence in Spicer Group and look forward to working with you on this project.

Sincerely,



Phil A. Westmoreland, P.E.
Senior Associate

SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131
Phone: (517) 375-9449
mailto: philaw@spicergroup.com

Robert R. Eggers, AICP
Principal

SPICER GROUP, INC.
230 S. Washington Ave
Saginaw, MI 48064
Phone: (989) 747-4717
mailto: robe@spicergroup.com

Cc: SGI File

Attachments:
• General Conditions

Above proposal accepted and approved by
Owner.

YPSILANTI TOWNSHIP

By: Brenda L. Stumbo
Authorized Signature

Brenda L. Stumbo
Printed Name

Supervisor
Title

By: Karen Lovejoy Roe
Authorized Signature

Karen Lovejoy Roe
Printed Name

Clerk
Title

Date: July 20, 2016

ESTIMATE FOR: FORD LAKE PARK TENNIS COURTS
 CHARTER TOWNSHIP OF YPSILANTI

| Item No. | Estimated Quantity | Unit | Description | Engineering Estimate | |
|---|--------------------|----------|--|----------------------|---------------------|
| | | | | Unit Price | Amount |
| <u>DIVISION 1 - TENNIS COURT</u> | | | | | |
| 1. | 4,400 | SYD | Pavement Removal | \$5.00 | \$22,000.00 |
| 2. | 3,680 | SYD | Asphalt Leveling Course, 1.5" Thick | \$10.00 | \$36,800.00 |
| 3. | 3,680 | SYD | Asphalt Wearing Course, 2" Thick | \$9.00 | \$33,120.00 |
| 4. | 3,680 | SYD | Acrylic Sport Surface and Striping, Complete | \$5.00 | \$18,400.00 |
| 5. | 5 | Each | Tennis Court Equipment, Complete | \$1,600.00 | \$8,000.00 |
| 6. | 740 | Lin. Ft. | Tennis Court Fence & Gates, 10' Tall | \$50.00 | \$37,000.00 |
| 7. | 445 | Lin. Ft. | Asphalt Pathway, 6' Wide | \$11.00 | \$4,895.00 |
| 8. | 630 | SYD | Site Grading and Seeding | \$4.50 | \$2,835.00 |
| 9. | 1 | Lump Sum | Clean-Up & Restoration | \$3,000.00 | \$3,000.00 |
| TOTAL ESTIMATE AMOUNT | | | | | \$166,050.00 |



Ford Lake Tennis Courts Schedule

| With 90 Day DNR Review | |
|--|-----------------------------|
| Item Description | Date |
| Submit Updated Scope, Schedule, Budget to Ypsilanti Twp. | July 5, 2016 |
| Board Meeting Deadline | July 11, 2016 |
| Board Approval to Amend Budget | July 19, 2016 |
| Update Plans, Specifications and Bid Docs | July 20 – July 29, 2016 |
| Submit Sealed Plans and Specs to DNR | August 1, 2016 |
| DNR 90 Day Review | August 1 – October 31, 2016 |
| Letter to Advertise Bid | November 3, 2016 |
| Board Approval to Advertise | November 15, 2016 |
| Advertise Bid | November 16, 2016 |
| Bids Due | December 6, 2016 |
| Letter to Award Bid | December 9, 2016 |
| Board Approval to Award | December 20, 2016 |
| Award Contract and Notify DNR of Contractor | December 21, 2016 |
| Pre-Construction Meeting | April 24, 2017 |
| Begin Construction | May 8, 2017 |
| Substantial Completion | May 19, 2017 |
| Final Completion | June 23, 2017 |
| Closeout Documentation | June 23 – July 7, 2017 |
| Submit Reimbursement Request to DNR | July 21, 2017 |

| Without DNR Review | |
|--|-------------------------------------|
| Item Description | Date |
| Submit Updated Scope, Schedule, Budget to Ypsilanti Twp. | July 5, 2016 |
| Board Meeting Deadline | July 11, 2016 |
| Board Approval to Amend Budget | July 19, 2016 |
| Update Plans, Specifications and Bid Docs | July 20 – July 29, 2016 |
| Submit Sealed Plans and Specs to DNR | August 1, 2016 |
| Letter to Advertise Bid | August 5, 2016 |
| Board Approval to Advertise | August 16, 2016 |
| Advertise Bid | August 17, 2016 |
| Bids Due | August 31, 2016 |
| Letter to Award Bid | September 7, 2016 |
| Board Approval to Award | September 20, 2016 |
| Award Contract and Notify DNR of Contractor | September 21, 2016 |
| Pre-Construction Meeting | October 26, 2016 |
| Begin Construction | October 31, 2016 |
| Substantial Completion | November 11, 2016 |
| Final Completion | December 16, 2016 |
| Closeout Documentation | December 16, 2016 – January 6, 2017 |
| Submit Reimbursement Request to DNR | January 20, 2017 |

WASHTENAW AVENUE
EASEMENT ACQUISITION AGREEMENT

IT IS MUTUALLY AGREED between the BOARD of COUNTY ROAD COMMISSIONERS for the COUNTY of WASHTENAW, referred to as "W.C.R.C." and the TOWNSHIP BOARD of YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY herein referred to as the "TOWNSHIP" that,

WHEREAS, the TOWNSHIP intends to pursue the infill of sidewalks along Washtenaw Avenue in Ypsilanti Township, and

WHEREAS, the TOWNSHIP desires that sidewalk easements be obtained along Washtenaw Avenue in Ypsilanti Township in order to complete the sidewalk infill work, and

WHEREAS, the TOWNSHIP will provide legal descriptions for and proposed plans detailing said sidewalk easement acquisitions to W.C.R.C., and

WHEREAS, the plan requires the acquisition of four (4) sidewalk easements to be acquired, and

WHEREAS, all acquisition shall be obtained in accordance with current or amended Michigan Department of Transportation procedures, and

IT IS NOW THEREFORE AGREED, that the W.C.R.C. will administer the acquisition of four (4) sidewalk easements identified on Washtenaw Avenue CDBG Sidewalk preliminary engineering plan (attached as Exhibit A), and

IT IS NOW THEREFORE AGREED, that the TOWNSHIP agrees that the W.C.R.C. shall act on its behalf to administer the acquisition of four (4) sidewalk easements from the parcels identified in the proposed plan and the Township shall reimburse the W.C.R.C. for any and all administrative costs. Administrative costs shall include actual salary, benefits, and equipment used by the W.C.R.C. to accomplish the right of way acquisition, and

IT IS FURTHER AGREED, that TOWNSHIP will pay for all Consultant services necessary to obtain said parcels along Washtenaw Avenue, and associated costs including, but not limited to, environmental assessments, appraisals, title commitments, attorney fees, condemnation acquisition costs and relocation expenses associated with said parcels. The W.C.R.C. agrees to pay the negotiated sale price for each parcel acquisition, subject to approval by the TOWNSHIP. The TOWNSHIP agrees to reimburse the W.C.R.C. for the negotiated sale price for each parcel acquired as an EASEMENT, and

IT IS NOW THEREFORE AGREED, that should this Agreement no longer meet the needs of either W.C.R.C. or TOWNSHIP, the Agreement may be terminated by either party. Termination to occur 60 days from the receipt of written notice to terminate.

Signed this 20th day of July, 2016

YPSILANTI TOWNSHIP:

WITNESSETH:

Isaac Barnett

Isaac Barnett

Brenda Stumbo

By: Brenda Stumbo, Supervisor

Karen Lovejoy Roe

By: Karen Lovejoy Roe, Clerk

BOARD OF COUNTY ROAD COMMISSIONERS FOR THE COUNTY OF WASHTENAW:

WITNESSETH:

By: Doug E. Fuller, Chair

By: Roy D. Townsend, Managing Director/Clerk

METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean **Mobilitie, LLC** a limited liability company organized under the laws of the State of Nevada whose address is **2220 University Drive, Newport Beach, CA 92660**.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Charter Township of Ypsilanti, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is
Theocly Tsotsos
120 S. Riverside Plaza, Suite 1800
Chicago, IL 60606
(312) 638-5356
theocly.tsotsos@mobilite.com
 - 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is
Such records will be located at the preceding local office.
 - 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is

Michael Trampetti
VP of Network Implementation
120 S. Riverside Plaza, Suite 1800
Chicago, IL 60606
(312) 638-5330
michael.trampetti@mobilitie.com

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is

Michael Trampetti
VP of Network Implementation
120 S. Riverside Plaza, Suite 1800
Chicago, IL 60606
(312) 638-5330
michael.trampetti@mobilitie.com

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or

property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to 7200 South Huron River Drive, Ypsilanti, MI 48197, with a copy to _____.

12.1.2 If to Company, to 120 S. Riverside Plaza, Suite 1800, Chicago, IL 60606, with a copy to 2220 University Drive, Newport Beach, CA 92660.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be

partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Charter Township of Ypsilanti

Attest:
By: Kathy Pal
Clerk

Drew L. Steward / Kathy Pal
By: _____
Its: Supervisor / Clerk
Date: July 20, 2016

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of June 27, 2016 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

| | | |
|--|---|-------------------|
| 1. DTE Work Order Number: | 45418907 | |
| | If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A | |
| 2. Location where Equipment will be installed: | Intersection of E Clark Rd & Wiard Blvd in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> . | |
| 3. Total number of lights to be installed: | 1 | |
| 4. Description of Equipment to be installed (the " <u>Equipment</u> "): | 1 – Overhead fed 65 watt Autobahn LED with gray housing mounted on a 17'-6" arm attached to an existing wood pole. | |
| 5. Estimated Total Annual Lamp Charges | \$137.80 | |
| 6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ") | Total estimated construction cost, including labor, materials, and overhead: | \$2,060.23 |
| | Credit for 3 years of lamp charges: | \$413.40 |
| | CIAC Amount (cost minus revenue) | \$1,646.83 |
| 7. Payment of CIAC Amount: | Due promptly upon execution of this Agreement | |
| 8. Term of Agreement | 5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party. | |
| 9. Does the requested Customer lighting design meet IESNA recommended practices? | (Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: <i>Brenda L. Stumbo / Karen Lovejoy Roe</i> | |
| 10. Customer Address for Notices: | Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe | |

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least **N/A** posts and **N/A** luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo / K. Ly Pop

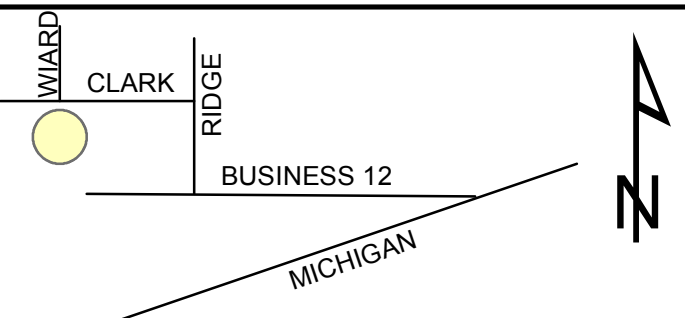
Name: Brenda L. Stumbo / Karen Lovejoy Roe

Title: Supervisor clerk

July 20, 2016

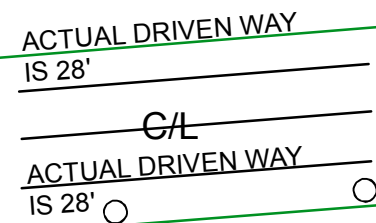


NO MISS DIG

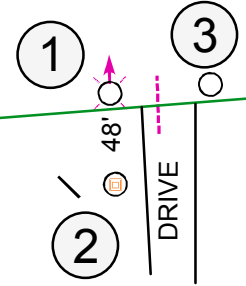


WIARD BLVD

E CLARK RD



90' ROW



2440 E. CLARK SCHOOL

WL 1:
 IN: MULTIPLE LED 65 LT COBRA
 IN: OH CODE S48
 IN: PCLL
 L 65 AFT718 -- 9000 YPSIL -- A230 -- 531
 IN: DET 605D
 GLN# 208400-277144

WL 2:
 IN: DET 605D

WL 3:
 IN: 6A6D SL CONDUCTOR

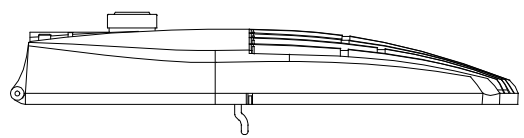
N PASADENA ST

**NOTES: TRUCK ACCESSIBLE.
 TRANSFORMER LOCATION.
 WASHTENAW COUNTY
 ROAD PERMIT REQUIRED.**

PWO# 45418907 11 X 17

LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- ⌵ EXISTING ANCHOR
- ⌵* PROPOSED ANCHOR
- ☁ TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE



65W LED SILVER CODE LT

Streetlight Billing Summary
 A230 - YPSILANTI TWP OF
 9000 YPSIL IN 1 *531
 Created on: 6/7/2016 10:36:28 AM

| DTE Energy | | | | | | | | | |
|--|---------------|---|-----------|-----------|----------|--------------|-----------|-------|----------|
| DTE Electric - Distribution Engineering and Planning | | | | | | | | | |
| Service Planner | | Work Order Description | | | | | | | |
| O'Dea, Charlotte A | | CWO SL - NBUS - 1 OH - E Clark & Wiard Blvd - Ypsilanti Twp | | | | | | | |
| Phone | 734.397.4307 | Work Order # | 45419814 | GIS-DSN | 45419899 | COH | 45419914 | CUL | PLC |
| Supervisor | Mark A Slater | Circuit #1 | MOTT 8124 | | | Circuit #2 | PH | SCMAT | 45419913 |
| Service Center | ANN | Worksite City | YPSILANTI | | | Worksite Twp | Washtenaw | | |
| Phone | 734.397.4055 | JU Work to be Performed | RSD | | | | | | |
| Planning Engineer | | JU Company | Contact | Email | Phone | | | | |
| Phone | | JU Company | Contact | Email | Phone | | | | |
| CUE Number | 639483 | Ver | 1 | Plot Date | 6/7/2016 | Scale | NTS | Town | 03S |
| Range | 07E | Section | 01 | Qtr | | | | | |

RESTATED AND AMENDED
HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT
FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES

THIS RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT made this ____ day of _____, 2016, by and between the County of Washtenaw, a Michigan municipal corporation, the City of Ann Arbor, Washtenaw County, a Michigan municipal corporation, the City of Ypsilanti, Washtenaw County, a Michigan municipal corporation, the Charter Township of Pittsfield, Washtenaw County, a Michigan charter township and the Charter Township of Ypsilanti, Washtenaw County, a Michigan charter township (hereinafter collectively referred to as “Enabling Public Agencies”).

RECITALS:

The Urban Cooperation Act, Act 7 of the Public Acts of Michigan of 1967 (extra session), as amended (hereinafter referred to as “Act 7”), provides that local governmental units as defined in Act 7 may enter into Interlocal agreements, which agreements may provide for a joint exercise of any power, privilege or authority which the local governmental units share in common and which each might exercise separately.

The Enabling Public Entities recognize that they are mutually interdependent and that it is in their mutual best interest and the best interest of their resident to address area-wide hazardous materials response needs and the cost sharing of providing regional services and meeting regional needs on a county-wide basis.

The Enabling Public Entities entered into an Agreement Creating a Hazardous Materials Response Authority for Washtenaw County and Adjacent Communities, dated May 10, 1996 (hereinafter referred to as the “Agreement”) pursuant to Act 7 for the mutual benefit of the residents of the Enabling Public Entities and other public agencies engaged in, or interested in hazardous materials response would at a future date join as parties to this Agreement.

Subsequently, the Enabling Public Entities have entered into amendments to the Agreement; however, the Enabling Public Entities have determined that it is appropriate at this point to integrate these

amendments and restate the rights and obligations of the Enabling Public Entities and any other agency later joining in this Agreement.

All payments made to the Authority and moneys collected by the Authority prior to the date of this restatement shall, for the fiscal integrity of the Authority, continue to be safeguarded by the County of Washtenaw and used for the purposes enumerated in the Agreement, as originally stated and subsequently restated herein.

Therefore, it is agreed by the Enabling Public Entities that that the terms of Agreement are restated and amended to read in their entirety as follows:

TERMS:

ARTICLE ONE – NAME AND PURPOSE

- 1.1 The parties to this Agreement are creating, by powers granted in state law, a legal entity to be known as the Washtenaw County Hazardous Materials Response Authority (hereinafter, "the Authority").
- 1.2 The purpose of this Authority is to assist contracting local fire departments by providing a trained and equipped hazardous materials response team that provides on-scene support to the incident commander (highest ranking fire department official with jurisdiction) including hazardous incident rescue when possible; and for the purpose of confining, containing, plugging, patching or otherwise stopping life threatening or environmentally dangerous chemical releases. The Authority's purpose does not include environmental remediation actions.
- 1.3 The Authority may enter into agreements with one or more public or private agencies to receive services under this agreement. Such contracted services may include, but are not limited to, providing personnel, equipment and supplies to the Authority.
- 1.4 The Authority may also enter into agreements with one or more public or private agencies interested in receiving hazardous materials response assistance from the Authority. Each implementing agreement will specify the contribution to the Authority to be made by the Agency during the term of the agreement, and will specify the services that are to be rendered by the Authority.
- 1.5 The Authority will operate as follows:

- 1.5.1 Its support services, including fiscal administration control, will be provided by the County of Washtenaw.
- 1.5.2 The Authority will receive financial support from one or more sources, including contributions, user fees for service from public agencies or private organizations, grants, or tax subsidies.
- 1.5.3 The Authority will provide hazardous materials response assistance to any Participating Public Agency currently under contract with the Authority.
- 1.5.4 The Authority and the service it provides are intended as a public service, not as an instrument for the sale of hazardous materials response services. To that end, the membership of the Board and the membership of the Technical Advisory Committee are composed to include a wide variety of membership and expertise. The structure is adopted deliberately, to make sure the viewpoints of all public agencies and the viewpoints of entities and individuals involved in the handling of hazardous materials, as well as the viewpoints of the public are represented. It is also done to improve coordination of services, to reduce costs, and to encourage greater participation in the Authority and its work by all relevant parts of Washtenaw County and surrounding communities.

ARTICLE TWO – DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 2.1 "Implementing Agreement" means an agreement described in paragraph 1.3.
- 2.2 "Authority" refers to the Washtenaw County Hazardous Materials Response Authority,
- 2.3 "Board" refers to the Board of Directors of the Authority, as described in this Agreement.
- 2.4 "Budget" refers to the annual fiscal plan regarding anticipated revenues and expenditures of the Authority adopted by the Board.
- 2.5 "Committee" refers to the Technical Advisory Committee of the Authority, as described in Section 4 of this Agreement.
- 2.6 "Fiscal Year" refers to the period of time in which the Authority's annual budget shall be effective and shall be concurrent with the calendar year.
- 2.7 "Legislative Body" refers to the governing body of a public agency.

2.8 "Majority" means one (1) more than half of those eligible to vote.

2.9 "Private Safety Entity" refers to a private entity which provides emergency fire, ambulance or other emergency medical services.

2.10 "Properly Convened Meeting" refers to a Board or Committee meeting where a quorum is present and which was the subject of five days prior written notice to each member.

2.11 "Quorum" consists of one (1) more than half of those eligible to vote.

2.12 "Participating Public Agencies" refers to public agencies which, through contractual arrangements with the Authority, contribute funds or other resources to the Authority in return for hazardous materials response services.

2.13 "Public Agency" refers to the State of Michigan, a county, or any village, township, charter township, or city or any special purpose district.

2.14 "Public Safety Agency" refers to a functional division of a public agency which provides law enforcement, fire suppression, ambulance services, or other emergency services.

2.15 "Enabling Public Agency" refers to the County of Washtenaw, the City of Ann Arbor, the City of Ypsilanti, the Charter Township of Pittsfield and the Charter Township of Ypsilanti. Enabling Public Agencies must have respective populations of at least 15,000 residents, and will be expected to provide resources, including personnel and some level of funding to the organization.

2.16 "Technical Advisory Committee" refers to the Committee described in Section 4 of this Agreement.

ARTICLE III – GOVERNANCE

3.0 Board of Directors

3.1 Composition. The Authority shall be governed by a Board of Directors ("Board"), to be composed of at least eleven (11) members. Those eleven shall consist of:

A representative of each Enabling Public Agency, including:

A representative of Washtenaw County

The City of Ann Arbor Fire Chief

The City of Ypsilanti Fire Chief

The Charter Township of Pittsfield Fire Chief

The Charter Township of Ypsilanti Fire Chief

Three representatives of other Participating Public Agencies, which will be selected by the Washtenaw County Fire Mutual Aid Association Fire Chiefs, and will be geographically representative of the county.

A representative of a Participating Public Agency, who is recommended by the Washtenaw County Criminal Justice Association.

The Washtenaw County Public Health Officer or his or her designee.

A representative of the Washtenaw County ambulance contractor.

3.1.1 Each Board Member shall have an alternate who may attend all Board meetings and may vote in the absence of the Member. The alternate shall be appointed in the same manner as the Member, and shall serve for the same term.

3.2 Selection of Board Members. Board members shall be selected by the entity being represented, and shall serve at its will.

3.3 Terms of Board Members. The three representatives of the Participating Public Agencies, which are recommended by the Washtenaw County Fire Mutual Aid Association, shall be selected for a term of three years each, with initial terms of one year, two years and three years. The Board members may be removed at the will of the entity they represent.

3.4 Powers. In addition to policy-making power and any other power expressly conferred herein, the Board is empowered to perform the following functions for the Authority, to facilitate the purpose of this Agreement:

3.4.1 Enter into contracts with the approval of the Authority legal counsel;

3.4.2 Contract with public safety agencies and/or private entities for their provision of staffing, equipment, supplies, and/or administrative or support services;

3.4.3 Receive and administer grants, gifts, bequests, or assistance funds;

3.4.4 Incur operational liabilities;

3.4.5 Prepare the Authority's annual budget;

3.4.6 Establish other policy for the administration of the Authority and its functions.

3.4.7 Employ, engage, compensate, transfer or discharge necessary personnel.

3.4.8 Acquire, own, use, operate, maintain, lease or sell real or personal property.

3.4.9 Dispose, divide or distribute any property acquired through the execution of this agreement.

3.4.10 Make claims for federal or state aid.

3.4.11 Obtain insurance coverage for the Authority and its enabling and participating members.

Notwithstanding the above, the authority of the Board shall be limited to binding the Authority and making policy for the Authority. The Board shall not have authority to make policy for any other entity, or to commit, disburse, or encumber the funds and/or resources of public and private agencies or public safety agencies.

3.5 Meetings. A regular meeting of the Board will be held in January to elect a Chair and Vice Chair. Unless scheduled for another time, that meeting will be held at 10:00 A.M. (E.S.T.) on the second Tuesday of that month at a place designated by the Board of Directors. The Board shall attempt to meet at least quarterly, including its mandatory meeting in January. The Board may meet more frequently at its discretion.

3.6 Quorum and Majority. The Board shall not take action except at a properly convened meeting at which a quorum is present. Action is to be taken by the affirmative vote of a majority of a quorum. Each Board member shall have one vote and proxy voting is not permitted.

3.7 Presiding. The Chairperson, or in his or her absence, the Vice Chairperson, shall preside at Board meetings.

3.8 Minutes. Minutes shall be kept and distributed to each member for each Board meeting.

3.9 Compensation. Board members shall serve without compensation.

ARTICLE IV – TECHNICAL ADVISORY COMMITTEE

4.0 Technical Advisory Committee

4.1 Composition and Function. The Authority's policies with respect to management of the system and technical matters shall be set (within limits set by the Board, agreements binding the Authority, and state and federal law) by a Technical Advisory Committee, to be composed of at least twelve (12) members. These twelve shall represent respectively

Fire Departments of the Enabling Public Agencies, including:

Ann Arbor Fire Department

Pittsfield Township Fire Department

Ypsilanti Fire Department

Ypsilanti Township Fire Department

Three Fire Departments, who will be selected by the Board upon the recommendation of the Washtenaw County Fire Mutual Aid Association.

Washtenaw County ambulance contractor

Washtenaw County Office of the Water Resources Commissioner

Washtenaw County Sheriff's Office Emergency Services Division

Washtenaw County Public Health Department Environmental Health Division

Hazardous Materials Response Team Director

Each representative shall be appointed by the represented entity and shall serve at its will, except that the representatives of the three fire departments recommended by the Mutual Aid Association will be appointed for one year terms which shall follow the calendar year. The Authority, through its Board, shall create additional seats on the Committee from time to time as it deems appropriate to meet the needs of the Authority.

4.1.1 Each Committee member may have an alternate who may attend all Committee meetings and may vote in the absence of the Member. The alternate shall be appointed in the same manner as the Member and shall serve for the same term.

4.2 Meetings. The Committee shall attempt to meet at least once every other month and more often, if necessary.

4.3 Quorum and Vote. The Committee shall take action at a properly convened meeting at which a quorum is present and action is taken by the affirmative vote of a majority of a quorum. Each committee member shall have one vote and proxy voting is not permitted.

4.4 Presiding. The Board of Directors shall appoint a member of the Committee who shall chair at Committee meetings.

4.5 Minutes. Minutes shall be kept and distributed for each Committee meeting.

4.6 Compensation. Committee members shall serve without compensation.

ARTICLE FIVE – OPERATIONS

5.1 Hazardous Materials Response Team. The Authority shall operate a Hazardous Materials Response Team (HAZMAT Team).

5.2 Director. The Board shall appoint a "Hazardous Materials Response Team Director". The Director shall have day-to-day supervisory responsibilities of the HAZMAT Team. In addition to those supervisory responsibilities, the Director shall assist the Board in preparing its annual budget and operational policies for the Authority. The Director shall keep an accurate accounting of the financial operations of the Authority and shall report on a regular basis to the Board regarding its financial condition. The Director shall attend Board meetings, and shall be a non-voting, ex-officio member of the Board. The Director shall also attend Technical Advisory Committee meetings, and shall be a voting member of the Committee.

5.3 The Director may appoint individuals to assist him or her in the day-to-day responsibilities of team operation and administration. Such appointments shall be approved by the Board.

ARTICLE SIX – FISCAL ADMINISTRATION

6.1 Budget. For each fiscal year in accordance with the County's budget schedule, the Board shall approve, and shall submit to the County Board of Commissioners for approval an Authority budget which shall be a line-item budget in accordance with the Uniform Budget and Accounting Act. No expenditure may be authorized by the budget or by later action of the Authority, if it will result in an actual budgetary account deficit or is at a rate which will eventually lead to an actual budgetary account deficit prior to the end of the fiscal year. The Board shall recommend to the County Board of Commissioners that the budget be amended, if necessary to meet deviations in expected revenues or authorized expenditures. There shall be no Authority expenditure except pursuant to a budget approved by the Board and County of Washtenaw.

6.2 Annual Audit. The Authority revenues and expenditures shall be subject to a complete, annual audit, which will include an audit opinion without qualifications, to be performed by a certified public accountant. Such audit may be incorporated within, and constitute a part of an established public agency or public safety agency annual audit process. The Chief Financial Officer of each Enabling Public Agency and of each Participating Public Agency shall be given access to the annual budget, fund balances and expenditures, as well as the annual audit.

6.3 Delegation to Washtenaw County. All power to receive, hold, and actually disburse funds or money equivalents shall be exercised for the Authority by the County of Washtenaw under the same controls and policies that it applies to all other funds or equivalents for which it is responsible. The County of Washtenaw shall receive all payments made to the Authority and shall disburse all payments made by the Authority, whether or not there is an implementing agreement in force between the Authority and the County of Washtenaw. The county of Washtenaw shall provide the Authority with reasonable information on the state of the Authority's finances and with respect to particular transactions. If there is in effect an implementing agreement between the County of Washtenaw and the Authority, that implementing agreement shall contain provisions specifying how the delegated fiscal powers shall be exercised, how information on fiscal matters is to be provided to the Authority, and how the money resources of the Authority are to be safeguarded from illegal or otherwise improper action or inaction. If no such implementing agreement is in force, but the

Authority has not been terminated and all its funds accounted for and distributed, the County of Washtenaw shall safeguard the fiscal integrity of the Authority as it sees fit in its reasonable discretion, provided all payments made to the Authority and moneys collected by the Authority shall be used only for purposes of replacing equipment, materials, supplies, personnel costs or other expenditures to benefit the Authority.

ARTICLE SEVEN – PARTICIPATION

7.1 Participation. Any public safety agency in Washtenaw County may become a Participating Public Agency by contracting with the Authority. Public Safety agencies outside of Washtenaw County may become a Participating Public Agency at the sole discretion of the Board.

ARTICLE EIGHT – MISCELLANEOUS

8.1 Extent of Agreement. This Restated and Amended Agreement constitutes the complete expression of the agreement between the parties. There are no other representations, warranties, promises, guarantees or oral or written, expressed or implied, agreements between the parties concerning the subject matter of this Agreement.

8.2 Severability. This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

8.3 Non Waiver. None of the enabling members by participating in the Authority waives any of its legal rights or defenses with respect to any third party or parties. None of the enabling members by participating in the Authority expressly or impliedly assumes any liability of any other enabling member, the "Authority" or any other third party.

8.4 Insurance. Washtenaw County, as the coordinating fiscal agency, shall procure "insurance" policies to provide coverage, but only to the extent provided by the insurance policies, for the insurable risks of "the Authority" hazardous materials response activities, their premises, assets and income, if any, as-their-

interest-may-appear (ATIMA). Such "insurance" shall name each participating public agency as a Named Insured.

The term "insurance", within this section, shall be construed to include alternate forms of protection, such as government 138 pools, self-funding mechanisms, large Self-Insured Retention (SIR) programs, or any other acceptable form of risk financing.

8.5 Duration. This Agreement shall continue without interruption as herein restated and amended for a period of fifteen years, commencing on the date stated above , unless earlier terminated by all of the Enabling Public Agencies. An individual Enabling Public Agency may terminate by giving at least one year's written notice of termination to the other Enabling Public Agencies.

8.6 Termination Distribution of Assets. In the event of termination of this agreement and/or dissolution of the Authority, the assets of the Authority shall revert to Enabling Public Agencies and Participating Public Agencies. Each agency shall receive a percentage of the distribution which equals the percentage of contribution by that agency as related to the total contribution of all agencies.

8.7 Amendments. Amendments to this Agreement must be approved, in writing, by the governing boards of the Enabling Public Agencies, prior to taking effect.

This Agreement has been negotiated on behalf of the Participants by their respective officers pursuant to authority delegated to them and by their respective governing bodies and is executed with the approval of the respective governing bodies.

ENABLING MEMBERS:

WASHTENAW COUNTY

By: _____

Date: _____

ATTESTED TO:

Lawrence Kestenbaum, County Clerk

Date: _____

APPROVED AS TO FORM:

Curtis Hedger, Corporation Counsel

Date: _____

CITY OF ANN ARBOR

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM

Stephen K. Postema, City Attorney

CHARTER TOWNSHIP OF PITTSFIELD

By: _____

Date: _____

CITY OF YPSILANTI

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM

John Barr, City Attorney

CHARTER TOWNSHIP OF YPSILANTI

By: Shera & Stuart / K. J. Papp
Brenda L. Shabo / Karen Lopez / Rob
Date: July 19, 2016