

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

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Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

July 19, 2016

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

	Year to Date		
	Prior Year Comparison		
Month	Revenue	Revenue	
	2015	2016	
January	\$101,726.02	\$ 121,678.02	
February	\$127,974.93	\$ 175,343.69	
March	\$119,020.09	\$ 154,916.76	
April	\$119,225.82	\$ 133,933.35	
May	\$90,046.85	\$ 136,097.41	
June	\$87,731.39	\$ 138,669.47	
July	\$103,821.60		
August	\$110,392.69		
September	\$124,547.06		
October	\$112,911.89		
November	\$91,790.74		
December	\$108,226.82		
Grant:	\$41,250.00	\$ 82,500.00	
Standardization			
Payment:	\$45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$1,384,389.90	\$ 988,862.70	
Expenditure			
Budget:	\$1,328,089.00	\$ 1,443,321.00	
Difference:	\$56,300.90	\$ 454,458.30	

14-B District Court

Revenue Report for June 2016

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$4,108.00**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171):	\$18,032.00
State Court Fund (MCL 600.8371):	\$1,410.00
Justice System Fund (MCL 600.181):	\$28,436.00
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$20.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,410.00
Crime Victims Rights Fund (MCL 780.905):	\$7,403.35
Judgment Fee (Dept. of Natural Resources):	\$0.00
E-File Fee (228.56):	\$5,690.00
Due to Secretary of State (101-000-000-206.136)	\$1,410.00
Total:	<u>\$63,811.35</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$48,122.87
Civil Fees (101-000-000-603.136):	\$16,263.00
Probation Fees (101-000-000-604.000):	\$7,423.50
Ordinance Fines (101-000-000-605.001):	\$64,086.50
Bond Forfeitures (101-000-000-605.003):	\$3,500.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$726.40)
Total:	<u>\$138,669.47</u>

Total to General Account - (101.000.000.004.136): **\$206,588.82**

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$4,912.00
Garnishment Proceeds:	\$0.00
Bonds:	\$16,486.00
Restitution:	\$3,787.64

Total to Escrow Account - (101.000.000.205.136): **\$25,185.64**

14-B District Court

Monthly Disbursements

June 2016

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

June 2016 Disbursements:

Washtenaw County:	\$ 4,108.00
State of Michigan:	\$ 63,811.35
Ypsilanti Township Treasurer:	\$138,669.47

TOTAL: \$206,588.82

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

BUILDING DEPARTMENT REPORT - 2015													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	46	61	87	116	114	128	148	125	152	125	75	79	1,256
	\$ 3,081	\$ 9,211	\$ 20,850	\$ 16,030	\$ 13,320	\$ 23,326	\$ 19,613	\$ 35,654	\$ 34,430	\$ 55,071	\$ 12,482	\$ 18,519	\$ 261,587
Electrical	23	78	38	43	59	51	62	59	60	44	30	23	570
	\$ 1,530	\$ 4,715	\$ 2,775	\$ 3,375	\$ 4,090	\$ 3,525	\$ 4,975	\$ 3,910	\$ 4,305	\$ 4,135	\$ 2,725	\$ 2,160	\$ 42,220
Mechanical	78	89	119	101	130	155	69	107	117	91	72	79	1,207
	\$ 4,600	\$ 6,140	\$ 9,060	\$ 7,370	\$ 8,650	\$ 10,110	\$ 5,924	\$ 8,890	\$ 9,400	\$ 7,850	\$ 6,260	\$ 5,680	\$ 89,934
Plumbing	31	49	48	53	39	46	41	51	53	32	34	36	513
	\$ 1,625	\$ 2,830	\$ 3,775	\$ 4,825	\$ 2,605	\$ 3,445	\$ 3,695	\$ 4,660	\$ 4,095	\$ 2,625	\$ 3,060	\$ 2,830	\$ 40,070
Zoning	2	-	3	13	20	27	17	14	8	15	4	4	127
	\$ 90	\$ -	\$ 105	\$ 455	\$ 740	\$ 945	\$ 645	\$ 455	\$ 280	\$ 525	\$ 140	\$ 140	\$ 4,520
Sub Totals	180	277	295	326	362	407	337	356	390	307	215	221	3,673
TOTAL YTD	\$ 10,926	\$ 22,896	\$ 36,565	\$ 32,055	\$ 29,405	\$ 41,351	\$ 34,852	\$ 53,569	\$ 52,510	\$ 70,206	\$ 24,667	\$ 29,329	\$ 438,331

BUILDING DEPARTMENT REPORT - 2014													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	55	44	66	90	127	124	91	128	91	112	62	79	1,069
	\$ 16,244	\$ 16,632	\$ 12,783	\$ 18,614	\$ 96,726	\$ 56,621	\$ 12,936	\$ 17,586	\$ 16,583	\$ 20,770	\$ 14,954	\$ 17,582	\$ 318,031
Electrical	16	16	23	18	49	43	41	30	25	39	28	18	346
	\$ 1,290	\$ 2,175	\$ 1,815	\$ 1,800	\$ 3,855	\$ 2,775	\$ 3,465	\$ 2,670	\$ 2,250	\$ 2,820	\$ 2,325	\$ 1,290	\$ 28,530
Mechanical	85	51	50	58	81	98	75	35	59	96	80	66	834
	\$ 4,980	\$ 2,760	\$ 3,095	\$ 4,185	\$ 5,925	\$ 10,000	\$ 7,161	\$ 3,390	\$ 6,110	\$ 7,125	\$ 5,385	\$ 4,682	\$ 64,798
Plumbing	28	30	83	35	46	107	39	36	49	53	16	26	548
	\$ 2,145	\$ 2,010	\$ 4,545	\$ 2,745	\$ 3,525	\$ 6,300	\$ 2,955	\$ 2,430	\$ 3,885	\$ 3,780	\$ 1,080	\$ 1,905	\$ 37,305
Zoning	2	-	1	14	13	26	16	10	7	9	8	7	113
	\$ 90	\$ -	\$ 45	\$ 630	\$ 585	\$ 1,170	\$ 720	\$ 450	\$ 315	\$ 405	\$ 360	\$ 270	\$ 5,040
Sub Totals	186	141	223	215	316	398	262	239	231	309	194	196	2,910
TOTAL YTD	\$ 24,749	\$ 23,577	\$ 22,283	\$ 27,974	\$ 110,616	\$ 76,866	\$ 27,237	\$ 26,526	\$ 29,143	\$ 34,900	\$ 24,104	\$ 25,729	\$ 453,704

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

INSPECTION RUNNING TOTALS													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	337	442	456	584	417	624	556	713	458	572	419	441	6,019
Total 2014	318	253	354	417	429	501	581	496	445	516	360	344	5,014
Total 2013	336	328	239	306	445	404	389	507	459	647	410	378	4,848
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	327	287	361	339	297	318	286	287	354	420	411	342	4029
Total 2014	234	225	303	337	310	290	267	291	296	310	256	264	3,383
Total 2013	197	237	206	175	226	251	291	302	222	297	215	175	2,794
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

MAY 2016

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	16 Fire Fighters
1 Clerk III/Staff Support	3 Shift Lieutenants	2 Probationary Fire Fighters

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 394 requests for assistance. Of those requests, 254 were medical emergency service calls, with the remaining 140 incidents classified as non-medical and/or fire related.

Department activities for the month of May, 2016:

- 1) The Public Education Department participated in the following events:
 - a) Hosted the Special Election for WISD mileage vote
 - b) Fire Safety & Station 1 Tour for Faith At Home Group
 - c) Touch-A-Truck event at Shadford Field
 - d) Photo Op at Yankee Air Museum for New Spartan Engine 14-1
 - e) Toured the Melvin Walls Manor
 - f) Truck Demonstration at Civic Center for 1st & 2nd graders
 - g) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 7 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Pump Training with City of Ypsilanti Fire Dept
 - b) Ropes & Knots
 - c) Washtenaw County Tech Rescue Team

The Fire Chief attended these meetings / events for the month of May, 2016:

- 1) WAMAA meeting
- 2) 3 Inspections: Encore, Sphinx, & Noor Hookah Lounges
- 3) Preliminary Site Reviews: DTE (2), Round Haus, & Fairfield Hotel
- 4) Department Development meeting
- 5) Washtenaw Safety Alliance – Active Shooter
- 6) Entry Level Firefighter interviews
- 7) Luncheon with Rapid Recovery
- 8) Development Team meeting
- 9) Vacant Land Addressing meeting
- 10) Ann Arbor / Ypsilanti Black Chamber of Commerce meeting
- 11) Washtenaw County Fire Chiefs meeting
- 12) AFG Grant Committee meeting re: Burn Trailer
- 13) Community That Cares / EMU meeting
- 14) Nautical Pointe Subdivision Addressing
- 15) Participated in Ypsilanti Memorial Day Parade
- 16) Participated in Photo Op at Yankee Air Museum for new Spartan Fire Engine
- 17) Met with new Fire Marshal Contractor
- 18) Issued Burn Permits for 3 locations
- 19) Completed 4 Fire Investigations: 1260 Holmes, 1089 Hawthorne, 181 Oregon, & 1105 Pasadena

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

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

This month the total fire loss, including vehicle fires, is estimated at **\$473,000.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 05/02/2016	726 Cambridge	\$ 0.00 (Mutual Aid – Ypsilanti City)
2) 05/02/2016	6988 McKean	\$ 500.00 (cooking fire)
3) 05/04/2016	1260 Holmes #2	\$ 225,000.00 (building)
4) 05/06/2016	1089 Hawthorne	\$ 110,000.00 (building)
5) 05/11/2016	E Michigan @ Spencer	\$ 500.00 (vehicle)
6) 05/17/2016	181 Oregon	\$ 30,000.00 (building)
7) 05/17/2016	2561 International Dr	\$ 0.00 (dumpster)
8) 05/18/2016	1427 Levona	\$ 0.00 (dumpster)
9) 05/19/2016	Eugene @ Tyler	\$ 0.00 (dumpster)
10) 05/19/2016	1771 E Michigan	\$ 0.00 (natural vegetation)
11) 05/20/2016	21 Oregon	\$ 0.00 (brush)
12) 05/24/2016	8486 Barrington	\$ 0.00 (Mutual Aid – Superior Township)
13) 05/27/2016	427 Leforge	\$ 7,000.00 (building)
14) 05/31/2016	5594 Textile	\$ 0.00 (grass)
15) 05/31/2016	1105 N Pasadena	\$ 100,000.00 (building)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 05/01/2016 – 05/31/2016

Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/16} And {05/31/16}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	7	1.78%	\$472,000	99.78%
113 Cooking fire, confined to container	1	0.25%	\$500	0.10%
131 Passenger vehicle fire	1	0.25%	\$500	0.10%
140 Natural vegetation fire, Other	1	0.25%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.25%	\$0	0.00%
143 Grass fire	1	0.25%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	3	0.76%	\$0	0.00%
	15	3.81%	\$473,000	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no ignition	1	0.25%	\$0	0.00%
	1	0.25%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	37	9.39%	\$0	0.00%
311 Medical assist, assist EMS crew	18	4.57%	\$0	0.00%
320 Emergency medical service, other	15	3.81%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	57	39.85%	\$0	0.00%
322 Motor vehicle accident with injuries	9	2.28%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	15	3.81%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	2	0.51%	\$0	0.00%
381 Rescue or EMS standby	1	0.25%	\$0	0.00%
	254	64.47%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.25%	\$0	0.00%
420 Toxic condition, Other	1	0.25%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	2	0.51%	\$0	0.00%
444 Power line down	5	1.27%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.51%	\$0	0.00%
	11	2.79%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.51%	\$0	0.00%
510 Person in distress, Other	2	0.51%	\$0	0.00%
511 Lock-out	2	0.51%	\$0	0.00%
5111 Lock-in	2	0.51%	\$0	0.00%
522 Water or steam leak	2	0.51%	\$0	0.00%

Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/16} And {05/31/16}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
531 Smoke or odor removal	2	0.51%	\$0	0.00%
550 Public service assistance, Other	1	0.25%	\$0	0.00%
5501 Neighborhood Watch	5	1.27%	\$0	0.00%
5502 Community Outreach	1	0.25%	\$0	0.00%
553 Public service	1	0.25%	\$0	0.00%
561 Unauthorized burning	7	1.78%	\$0	0.00%
	27	6.85%	\$0	0.00%

6 Good Intent Call				
600 Good intent call, Other	2	0.51%	\$0	0.00%
611 Dispatched & cancelled en route	26	6.60%	\$0	0.00%
6111 Canceled on Arrival	25	6.35%	\$0	0.00%
622 No Incident found on arrival at dispatch address	5	1.27%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.25%	\$0	0.00%
	59	14.97%	\$0	0.00%

7 False Alarm & False Call				
700 False alarm or false call, Other	9	2.28%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	0.76%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.25%	\$0	0.00%
740 Unintentional transmission of alarm, Other	2	0.51%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.51%	\$0	0.00%
744 Detector activation, no fire - unintentional	4	1.02%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.02%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.51%	\$0	0.00%
	27	6.85%	\$0	0.00%

Total Incident Count: 394

Total Est Loss:

\$473,000

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Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board of Trustees
From: Jeff Allen, Director – Residential Services Department
Date: July 11, 2016
RE: RSD Monthly Report- June/July 2016

The early spring and summer has been very busy in our department, starting up the growing season.

I will start by saying that since we had the hydro-seed put down on May 12, we have only had 2 substantial rains. The seed growth in this 2-month period has been very poor, but of course it is very difficult to germinate grass seed if there is no water. It is disappointing because the 6 weeks before this date was so wet, it was difficult to work in the area, it was so wet.

We did contract with Margolis Nursery to plant 3 trees in the new grassy island near the bus stop. I also had them honor their warranty at the Boathouse project. A few of their new trees didn't make it in the leaf-out process enough for proper growth. They were very accommodating in taking care of these.

Otis Elevator came out and conducted our 3 year elevator weight inspection. This put the elevator out of order for a morning, but it is a required test from the State of Michigan.

I attended the pre-construction meeting for the Huron St/Prospect road reconstruction, held at the WCRC. It was said to be a 3 week project, but it is still not done. They still have the final cap to put on it and it has been 3 weeks since the 2nd coat was put down. It is disappointing to think they will do this on a day or 2 in the future and create traffic havoc again.

I attended the Huron River Watershed Council meeting held in June. They informed the group of the dangers of coal tar sealers. The City of Ann Arbor has already passed a resolution against contractors using coal tar sealers. We thought with a proliferation of municipalities starting to address this issue, perhaps it would be better to encourage the State to ban this practice, similar to what happen with the phosphorous fertilizer restrictions. There is a resolution on the agenda tonight.

The Residential Services Department sponsored a shredding event on our grounds in June. It was a good opportunity for residents to get rid of their confidential materials in an easy fashion.

I met with a roofing consultant at the Community Center in regard to replacing the flat roof section. This area, over the senior rooms, is in bad shape and it is on the capital replacement plan for 2017, so we are starting to look into how to handle it.

During May and June we were able to get a lot of flowers planted at the Civic Center, Ford Lake Park and at Ford Heritage Park. Most of what was planted was annuals, but we were able to get some perennials in for long-term beauty.

I also met with Angie Verges and we looked at maintenance items at the Community Center. The floors need to be stripped and re-finished. We discussed that she needs to close off a wing of the building for a few days to residents so that the custodians there could take care of it. It will brighten things up quite a bit. We are also looking at freshening up the paint on the walls there as well.

Michael Saranen and I conducted our annual nuisance plant survey on Ford Lake last month. There really was not much to report as the Eurasian milfoil seemed to be mitigated a bit. He and I also went to Hewens Creek dam to look at the required maintenance that will be needed on the dam / grass area. It is minor, but the State will be requiring it.

We have had many people and frequent meetings on the Tyler Dam as well. We continue to work in the direction of having Stantec, our engineers, work together with Spicer and YCUA to get this project moving forward.

I continue to evaluate our sidewalks with the sidewalk program we have. I have reviewed about 25 residents' sidewalks, finding about half of them in need of the mitigation to take place.

Mike Radzik, Magistrate Nelson and I had another meeting with regard to upgrading the security at both the Court and the Civic Center. Most of the work has to do with putting in a metal detector and staff at the court side, but it will affect our side as well. It is quite an expensive endeavor monetarily, but in these times, it really seems necessary. There are not many courts in Michigan that you can enter without security.

Anglin Civil just completed their work near the south side of the Vets Memorial. As you may recall as they finished the Vets Drive project, water continued to run across the sidewalk from the wooded area to the west. They installed weep tile on Saturday to handle this excess water.

Also, please find enclosed an ADA survey that OHM conducted over the past year of both the Civic Center and 14B Court. It is a rather large document with a lot of potential items to address. This is an important document for which we can use for years to come. All of the items of note are 'grandfathered' in. However, I suggest we used this as a baseline for any renovations that we do. I would like to suggest that the first couple of items that we do address from this are to make an ADA compliant counter on each level of the Civic Center, and to create handicap seating in the Board Room. Both of these could be accomplished without a real large expense, the counter around \$18,000 and another \$7,000 for the Board Room.

Ford Lake Dam

General Summary:

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

Average precipitation for the month of June is around 2.8”, this year it was about 1.9” and production for the month was well below average.

The Twp. is preparing to hire a replacement Operator due to a retirement. Mr. Robert Eckardt has indicated he plans on retiring in August 2016 after 16 years of service to the Twp. He will be missed.

Regulatory:

Currently-

- 5 yr. CSIR follow-up. The dept. is addressing the recommendations made by the Engineer. An implantation plan and schedule was filed with FERC on the Twp. actions.
- Cyber Security- multiple items

Upcoming for 2016-

- update DSSMP (complete)
- EAP Training (complete)
- Part 12- recommendation plan (started)
- Concrete maintenance (started)
- Bridge light replacement (complete)
- Substation maintenance (complete)
- WQ Report (gathering data)
- Nuisance Plant Plan Report (started)
- Wildlife Plan Report
- Historical Activity Report
- Gate Certification
- Security Review
- EAP annual update and test

Projects:

Transfer Trip Communication

The Township Board approved a construction agreement for new communication with the DTE substation. DTE Electric has provided a project cost of \$180,000. Installation was targeted for May 2015 and then October 2015, but now is planned for June 2016. Another delay by DTE has occurred; the new equipment has been installed (by the Twp.) and now waiting on DTE. Once commissioning of the new equipment the old AT&T lines will no longer be needed saving over \$36K per year.

Operation Summary

2016	June	YTD	3yr Ave.
Precipitation	1.90"	13.25"	31.4
Days Online	23.5	175.5	348
Generation MWH (estimated)	189.448	5,363.054	8,558
Generation lost MWH (estimated)*	173,648	223.598	
After Hour Call In			
Water levels	4	21	40
Mechanical/Electrical	0	2	3
Other	0	0	5
Totals	4	23	48

Recent History	2013	2014	2015
Precipitation total	40.87"	34.31"	25.27"
Days Online	345	355	345
Generation MWH (estimated)	8,991.285	9,745.999	7,723.040
Generation lost MWH (estimated)*	454.824*	643.164*	419.050*

After Hour Call In	2013	2014	2015
Water levels	44	43	32
Mechanical/Electrical	1	7	1
Other	0	15	1
Totals	45	67	34

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

** NOAA, (36" average precipitation annually)

Spilling Summary:

Releasing water from the sluice gates is done primary to maintain lake level when flow exceeds the powerhouse. At certain times we can use the gates to help keep the lake mixing to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

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

Sluice Gate Usage Summary

2016	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Year Lost \$*
January	0	0	0	0
February	0	0	0	0
March	9	0	0	0
April	4.6	0	0	0
May	7.8	48,350	2,734	139
June	20.0	168,160	8,586	5,219
July				2,230
August				4,335
September				0
October				0
November				0
December				0
Totals	41.4	216,510	\$ 11,320	\$ 11,923*

*estimated losses from diverting water away from generators for the purpose improving WQ



Charter Township of Ypsilanti Tilden R. Stumbo Civic Center & John B. Collins District Court Accessibility Compliance Review

May 6, 2016

Mr. Jeff Allen
Residential Services Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Accessibility Compliance Review

Dear Jeff:

The Township requested that OHM Advisors complete an accessibility compliance review of the existing facilities at the Tilden R. Stumbo Civic Center and the adjacent John B. Collins 14B District Court, related to the requirements of the American Disabilities Act (ADA).

ADA requires that access to goods and services be accommodated for people with disabilities in a manner that is equal to that available to the rest of the general public. As a municipal entity it is important for the Charter Township of Ypsilanti to recognize deficiencies in the existing facilities and work toward rectifying non-compliant elements of the facility. The Township has taken the very important step of starting work on some of these items, most notably the recent renovations of the public restroom facilities on the first floor of the Civic Center.

The ADA guidelines require that architectural and communication barriers be removed and/or rectified in public areas when such work is readily achievable, particularly those that are easily accomplished without considerable expense or reconfiguration. While there are no specific, binding guidelines that dictate the extent of work that must be undertaken at existing facilities to gain compliance, it is recognized that barriers that require greater effort to rectify are to be evaluated on a case by case basis.

This evaluation is intended to serve as the basis for an Implementation Plan that is to be developed by the Township and used as a means of addressing areas of concern moving forward. The Implementation Plan is to identify the improvements that are needed as well as a general timeline for execution of said improvements. This plan is often coupled with a capital improvement plan and can be referenced as the Township considers future investment in the facilities.

Title III of the ADA recommends addressing readily achievable barrier removal projects based on four priorities.

- Priority 1: Accessible approach and entrance
Those with disabilities should be able to approach and enter the building as freely as anyone else.
- Priority 2: Access to goods and services
The layout of the building should allow those with disabilities to obtain materials and services without assistance.
- Priority 3: Access to rest rooms
Restrooms should be accessible to those with disabilities.
- Priority 4: Any other measures necessary
Additional amenities.



It is also important to note that the evaluation of a facility for compliance with applicable standards is not a one-time activity, but rather something that should be reviewed on a regular basis. It is suggested that it be re-evaluated on an annual basis.

OHM Advisors has developed the report herein, based on information made available by the Township in conjunction with multiple site visits that were completed over the evaluation period. The items contained in the report herein are intended to identify and outline elements of the facility that are not in compliance with applicable accessibility codes. Rooms and items that were not identified as having deficiencies or that are compliant have not been included in the report.

As always, should you have any questions or require further information please contact me at any time.

Sincerely,
OHM Advisors

A handwritten signature in black ink that reads "Brandon M. Kritzman". The signature is written in a cursive style with a horizontal line underneath it.

Brandon M. Kritzman AIA



General Comments

The following items have been noted as generally being out of compliance throughout the facility

- Many doors have compliant push or pull side clearances that are compliant, however the position of existing furniture or filing cabinets restrict access. In general, these have not been noted.
- Typical of all signs throughout the building, the baseline of the lowest tactile character is required to be 48" minimum and the baseline of the highest tactile character is required to be 60" high maximum. Room signs, elevator signage and wayfinding signs are not in compliance and are generally mounted to high. These signs should be addressed, as well as evaluated for proper content.
- All restrooms are required to have a visual alarm for public audible alarms.
- Door closing speeds at multiple locations throughout the facility were found to be non-compliant. As the door closing speed increases over time, the individual doors that were found to be non-compliant have not been catalogued. All door closers are to inspected periodically and adjusted as necessary.

First Floor Civic Center

Room 100C – Front Entry/Vestibule

- The interior electronic actuator at the front entry door sequence is not properly operational.
- The inside door does not provide the required 18" pull side clearance on the door marked with the handicap decal. This would not be an issue of the actuator were functioning properly. (404.2.4 or Fig. 404.2.4.1)
- The solid kick plates on the accessible doors are only 6" high, short of the 10" high plate that is required. (404.2.10)



- Elevator – Existing call buttons are located at 54" high (max allowed 42") (407.2.1)
- Elevator - Door does not have braille signage identifying the floor number on each door jamb. (407.2.3)
- Elevator – Interior car does not meet minimum dimensions (51"x68") for off centered car configuration. The existing elevator car is 42" x 74". (407.4.1)
- Elevator – There are no audible or verbal door opening / closing or floor indicators, as required. (407.4.8.1/2)



- The handrail on the staircase at the Lobby does not include the required 12” horizontal extension at the top and bottom of the staircase, as required. (505.1)

Room 101C – Lobby

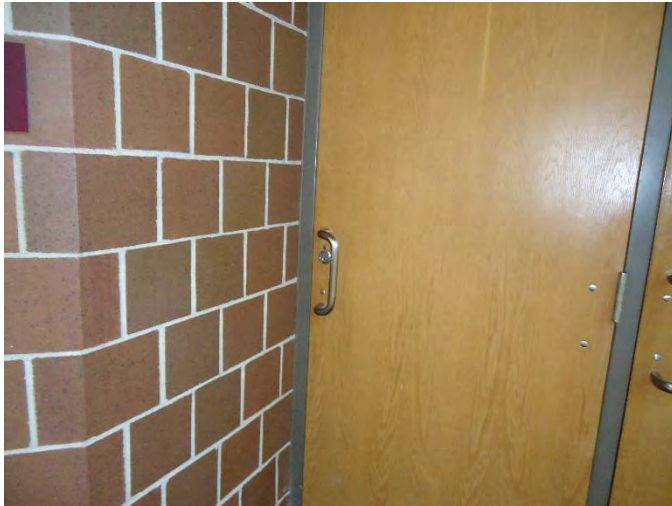
- The public side of the service counter does not include an accessible transaction counter at 36” maximum height. (904.4.1/2)
- The public side of the service counter does not have the required 8” minimum knee clearance or the required 9” minimum toe clearance for a front approach counter (Figures 306.2; 306.3)



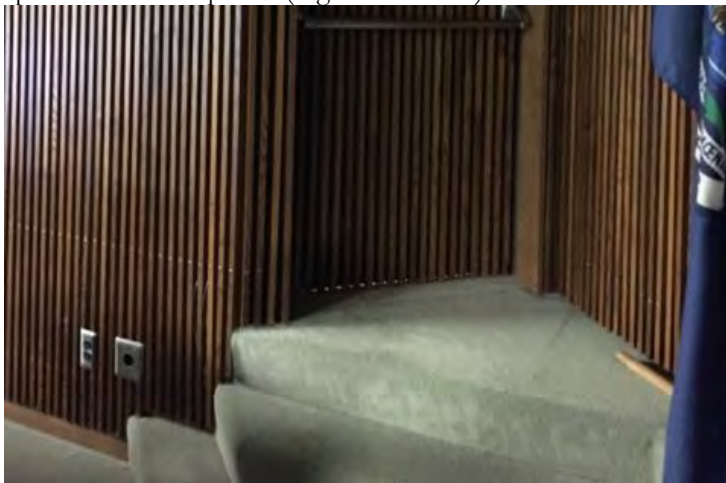
- Door leading to the maintenance corridor does not have maneuvering clearances on the push or pull side (Figure 404.2.4.1)

Room 102C – Board Room

- The doors at the entrance to the room are limited to 27” clear opening (Min. 32”) (404.2.3)
- Door does not have International Symbol Accessibility (ISA) decal
- No indication of nearest accessible route is not present, as no accessible route entrance exists.
- The leftmost entry door does not have the required maneuvering clearances (Figure 404.2.4.1)



- The stairs to the raised dais where the Board is seated during meetings are only 34” wide, not meeting the minimum 36” width requirement.
- The top and bottom of stairs do not have required 5’x5’ landings
- The stairs to the raised dais for the Board do not have the required 5’x5’ landings at top and bottom
- The egress door behind the board seating area lacks the required landing, or maneuvering clear floor spaces that are required. (Figure 404.2.4.1)





Room 104C – Conference Room



- Controls are not available for use by public as the casework is situated in front of it, limiting access. The counters should be a maximum of 34” tall, with a 10-24” maximum side reach width, with controls at no more than a 46” max. height. (Figure 308.3.2)
- The solid kick plates on the accessible doors are only 6” high (requirement is 10” high min.) (404.2.10)

Room 115C – Clerk’s Election Storage

- Door hardware to this room is not compliant (lever style handle required) (404.2.6)





Second Floor Civic Center

Room 200 – Elevator

- Elevator – The call button is more than 42” above finish floor (407.2.1)



- Elevator – There are no signs on the door jambs (each side) at every floor indicating the floor in raised and braille letters. (407.2.3)



- Elevator – There are no audible or verbal door opening / closing or floor indicators. (407.4.8.1/2)
- Elevator – The elevator car does not meet the minimum dimensions (51” x 68” for off centered door) (407.4.1) Exception: existing elevator that provides a clear floor area of 16 square feet minimum and an inside clear depth of 54” and width of 36” shall be permitted. Existing elevator is 74” wide, and 42” deep.

Room 201 – Lobby

- Drinking Fountain protrudes more than 4” into the circulation path (307.2)



- Drinking Fountain spout outlet is 44" above the floor (maximum 36") (602.4)



Room 206 – Toilet Rom

- There is not a 60-inch diameter or T-Turn turning space provided in the restroom (304.3)
- The accessible toilet seat is 16" above finish floor (17" to 19" AFF is required) (604.4)
- Toilet Room is not ADA compliant (grab bars are not provided) (604.5.1, 604.5.2, 609)
- Lavatory pipes are not insulated (213.3.4, 606.4)
- One of each type of dispenser in the restroom is not on an accessible route with 30" by 48" minimum clear floor space (305.3)
- The mirror is mounted at 49" above finish floor. The maximum height allowable is 40" from floor to a reflective surface. (603.3)



Room 208 – Toilet Room

- Toilet Room is not ADA compliant (grab bars are not provided) (604.5.1, 604.5.2, 609)
- Toilet is 21.5" (not centered 16" to 18") from the sidewall (604.2)
- There is not a 60-inch diameter or T-Turn turning space provided in the restroom (304.3)



- Lavatory pipes are not insulated (213.3.4, 606.4)
- The pull side of the door does not meet clear floor space requirements (404.2.4.1)



- One of each type of dispenser in the restroom is not on an accessible route with 30" by 48" minimum clear floor space (305.3)
- There is not an accessible toilet seat 17" to 19" above finish floor (604.4)
- The following items are mounted at:
 - Paper Towel 54" Not Compliant (48" max.) (304)
 - Soap Disp 38" Compliant
 - Mirror (B/O) 36" Compliant

Room 210 – Director of Residential Services

- Door into office does not have the required maneuvering clearances (Figure 404.2.4)



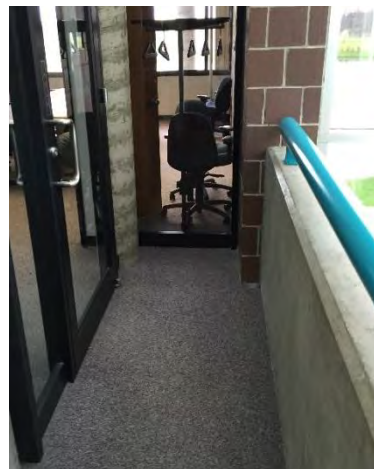
Room 219 – Conference

- Door hardware cannot be operated with a closed fist (404.2.6)



Room 214 – Accounting

- Door does not have the required maneuvering clearances (Figure 404.2.4)



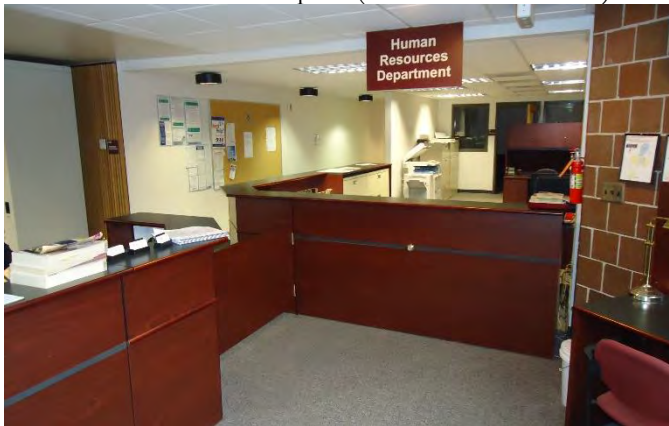


- Egress door/hallway from Accounting does not provide compliant accessible route, which is to be a minimum of 36", with an allowable minimum of 32" for a distance no greater than 24" in length. The existing concrete column limits the passable dimension to less than 31". (403.5.1)

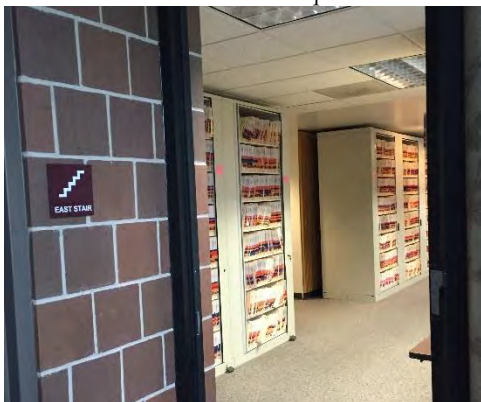


Room 214 – Human Resources

- Tops of counters are not between 28" and 34" high. The customer side of the counter is 45" high with no ADA accessible counter space (30-36 inch minimum) the serving side is only 29" high (904.4.1, 904.4.2)



- Door does not have the required maneuvering clearances (Figure 404.2.4)





Room 215A – East Stair (Egress from Second Floor)

- Egress door/hallway from Accounting does not provide compliant accessible route, which is to be a minimum of 36", with an allowable minimum of 32" for a distance no greater than 24" in length. The existing concrete column limits the passable dimension to less than 31". (403.5.1)



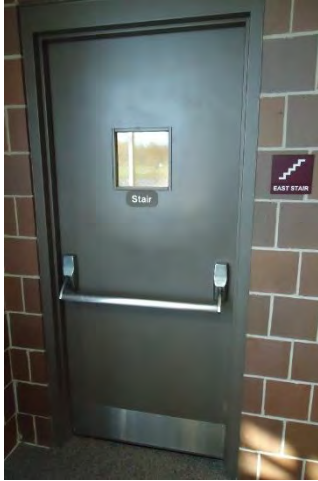
- The door at the top of the East Stair 215A is a knob vs a lever (404.2.6)



- The clear floor spaces on the pull side door does not have the required maneuvering clearances (404.2.4.1)



- Door into stair does not have the required maneuvering clearances (Figure 404.2.4)



Room 216 – Human Resources Files/Work Room

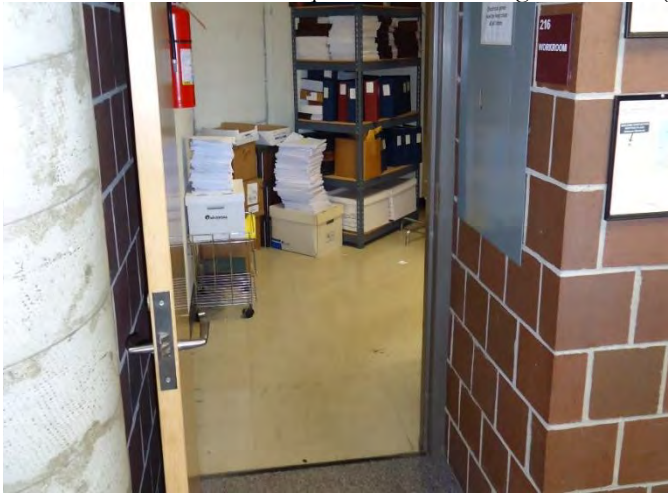
- Door does not have the required maneuvering clearances (Figure 404.2.4)





Room 216 –Workroom

- Door does not have the required maneuvering clearances (Figure 404.2.4)



Room 221A – Assessing

- Tops of counters are not between 28 and 34” high. The customer side of the counter is 45" high with no ADA accessible counter space (30-36 inch minimum); the serving side is only 29" high (904.4.1, 904.4.2)
- Knee spaces at an accessible area are not at least 27” high, 30” wide, and 19” deep. The existing clear knee space is only 26” high (306.3)



Room 225A – Office of Community Standards

- Door at counter does not have the required maneuvering clearances (Figure 404.2.4)
- Tops of counters are not between 28 and 34” high. The customer side of the counter is 45" high with no ADA accessible counter space (30-36 inch minimum); the serving side is only 29" high (904.4.1, 904.4.2)
- Knee spaces at an accessible area are not at least 27” high, 30” wide, and 19” deep. The existing clear knee space is only 26” high (306.3)



Room 228 – Mechanical Room

- Door into cafeteria does not have the required maneuvering clearances (Figure 404.2.4)

Room 229 – Ordinance & Inspectors

- Door into cafeteria does not have the required pull side maneuvering clearances for a door with a latch and no closer. (Figure 404.2.4)

Room 230 – Work Room

- Tops of counters are not between 28” and 34” high (902.3)



Room 233 – Cafeteria

- Door into cafeteria does not have the required push and pull side maneuvering clearances (Figure 404.2.4)



- Drinking Fountain protrudes more than 4" into the circulation path (307.2)
- Drinking Fountain spout outlet is 44" above the floor (Max. 36") (602.4)



- Kitchenette top is 36" - The tops of dining surfaces and work surfaces shall be 28" min. and 34" max above finish floor. (902.3)





Room 236 – Women's Toilet

- There are no handicap accessible stalls or grab bars. (604.3.1) (604.5)
- Lavatory pipes are not insulated (213.3.4, 606.4)
- The paper towel dispenser is not mounted at an accessible height. (Max. 48")



- There is not a 60-inch diameter or T-Turn turning space provided in the restroom (304.3)



- The pull side clear floor space on the pull side of the door does not have the required maneuvering clearances. (404.2.4.1)

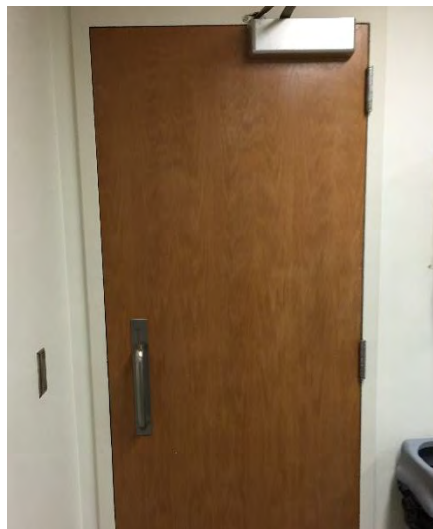


Room 235 – Men’s Toilet

- Lavatory pipes are not insulated (213.3.4, 606.4)
- The following items are mounted at:
 - Lavatory 30.5” Compliant
 - Urinal 24” Not Compliant (Max.17”)
 - Paper Towel 54” Not Compliant (Max. 48”)
 - Elec. Plugs 48” Compliant
 - Mirror (B/O) 48” Not Compliant (Max. 40”)



- There are no handicap accessible stalls or grab bars. (604.3.1) (604.5)
- The pull side clear floor space on the pull side of the door is not compliant with maneuvering clearance requirements. (404.2.4.1)





First Floor (Police) Court

Room 145 – Corridor

- Door from Civic Center does not have the required maneuvering clearances (Figure 404.2.4)



Room 109 – Women's Toilet

- The lavatory pipes are not insulated (213.3.4; 606.4)
- The toilet paper dispenser is mounted at 57" above finished floor (maximum height is 36")
- The soap dispenser is mounted at 62" above finished floor (maximum height is 40")
- The mirror is mounted too high, at 40" above finished floor (maximum height is 35")
- The clear floor spaces on the pull side of the door do not comply with required maneuvering clearances (404.2.4.1)
- The paper towel dispenser is not mounted at an accessible height. (Max. 48") (308)





- The signage for the women's room does not have braille. (703.2.1)



Room 110 – Men's Toilet

- The pull side of the door does not have the required maneuvering clearances (404.2.4.1)
- The signage for the public men's room is 2" too high (703.4.1)



- Exposed pipes are not properly insulated. (213.3.4; 606.4)



- The following items are mounted at:
 - Lavatory 31" Compliant (606.3)
 - Urinal 15" Compliant (605.2)
 - Paper Towel 48" Compliant (308)
 - Elec. Plugs 42" Compliant
 - Mirror (B/O) 41" Not Compliant (603.3)
- Toilet in ambulatory stall (non-compliant) is 22" away from the door, not 16"-18" as required. (604.2)



Room 114 – Property Evidence

- The existing 4” clear floor spaces on the pull side of the door do not comply with required maneuvering clearances (404.2.4.1) when both latch and closer are present.

Room 118 – Jury Deliberation Toilet

- The sink in the jury deliberation restroom is 35 ½” tall (Max. is 34”) (606.3)
- The toilet in the jury deliberation restroom is too far from the adjacent wall, at 21” (should be between 16”-18”) (604.2)
- The lavatory pipes are not insulated (213.3.4; 606.4)
- The mirror is mounted at 41” above finished floor (Max. 40”) (603.3)



Room 119 – Lawyer’s Lounge

- Door does not have the required maneuvering clearances (Figure 404.2.4)





Room 121 – Courtroom

- The inclined floor is illegal and does not have required landing spaces at the top or the bottom of the incline. (5'-0" wide landing is required) (405.7)
- The handicap ramp near the jury box does not meet code, as it is greater than a 1:12 slope. (405.2)
- The door from the judge's chambers to the courtroom does not have the required maneuvering clearances (Figure 404.2.4.1)





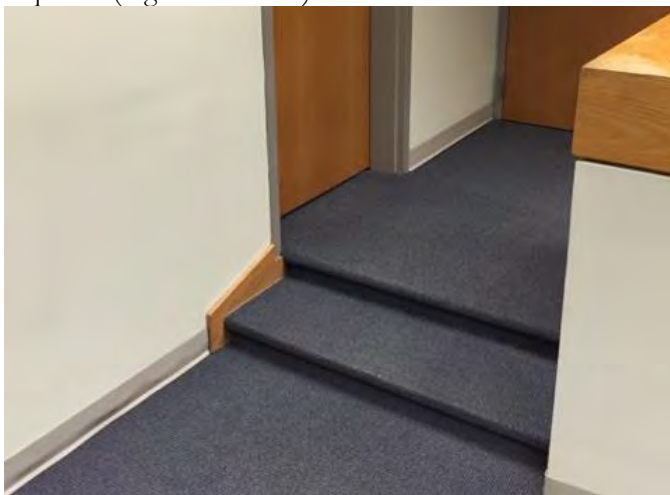
Room 126 – Toilet

- Toilet Room is not ADA compliant (grab bars are not provided) (604.5.1, 604.5.2, 609)
- Toilet is 21” (not centered 16” to 18”) from the sidewall (604.2)
- There is not a 60-inch diameter or T-Turn turning space provided in the restroom (304.3)
- The pull side of the door does not have the required maneuvering clearances (404.2.4.1)



Room 130 – Courtroom No 2

- The inclined floor (ramp) is more than 1:12 maximum slope. Ramps longer than 6 feet require railings on both sides. Existing ramp does not have the required landing at the top of the incline (405.7). 5'-0" wide landing is required.
- The door from the judge's chambers to the courtroom does not have the required clear floor space as required. (Figure 404.2.4.1)





Room 136 – Civil

- Tops of counters are not between 28 and 34” high. The customer side of the counter is 45” high with no ADA accessible counter space (30-36 inch minimum) the serving side is only 29” high (904.4.1, 904.4.2)
- Door does not have the required maneuvering clearances (fig. 404.2.4)



Room 133 – Traffic

- Tops of counters are not between 28 and 34” high. The customer side of the counter is 45” high with no ADA accessible counter space (30-36 inch minimum) the serving side is only 29” high (904.4.1, 904.4.2)





Room 137 – Toilet

- Toilet Room is not ADA compliant (grab bars are not provided) (604.5.1, 604.5.2, 609)
- Toilet is 21” (not centered 16” to 18”) from the sidewall (604.2)
- There is not a 60-inch diameter or T-Turn turning space provided in the restroom (304.3)
- The pull side of the door does not have the required maneuvering clearances (404.2.4.1)



Room 139 – Toilet

- Toilet Room is not ADA compliant (grab bars are not provided) (604.5.1, 604.5.2, 609)
- Toilet is 21” (not centered 16” to 18”) from the sidewall (604.2)
- There is not a 60-inch diameter or T-Turn turning space provided in the restroom (304.3)
- The pull side of the door does not have the required maneuvering clearances (404.2.4.1)





Room 140 – Lounge

- Door does not have the required maneuvering clearances (Figure 404.2.4)



- The counter in the break room is too high and is not between 28 and 34". (902.3)





Room 141 – Secretary

- Door does not have the required maneuvering clearances (Figure 404.2.4)



Room 144 – Storage

- Door does not have the required maneuvering clearances (Figure 404.2.4)
This space is required to be accessible if life safety equipment such as fire extinguishers are located here



Room 148 – Women's Toilets

- Lavatory pipes are not insulated (213.3.4, 606.4)
- There is no handicap accessible stall provided (604.3)
- The lockers impede on the accessible path between the toilets and the locker room, only providing a 29" path (36" required) (226.1)





Room 149 – Women’s Lockers

- The door to the women’s locker room does not have the required maneuvering clearances. (Figure 404.2.4)



Room 153 – Men’s Lockers

- The door to the men’s locker room does not have the required maneuvering clearances. (Figure 404.2.4)



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: JEAN HALL CURRIE • STAN ELDRIDGE • MIKE MARTIN • SCOTT MARTIN

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, JULY 19, 2016

5:00PM

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

1. AGENDA REVIEW SUPERVISOR STUMBO
2. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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REGULAR MEETING AGENDA

TUESDAY, JULY 19, 2016

7:00 P.M.

Revised 7-19-16

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - 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)
 - B. 7:00PM – RESOLUTION 2016-26 REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES RS. 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)
4. PRESENTATION OF NEXUS NATURAL GAS TRANSMISSION PIPELINE/DTE
5. PUBLIC COMMENTS
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 5, 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
7. SUPERVISOR REPORT
8. CLERK REPORT
9. TREASURER REPORT
10. TRUSTEE REPORT
11. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

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
(FIRST READING HELD AT THE JUNE 12, 2016 REGULAR MEETING)
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 OF ALL DELINQUENT PROPERTY TAXES IN THE AMOUNT OF \$9,236.04
(TABLED AT THE MAY 17, 2016 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #10
2. RESOLUTION 2016-17, OPPOSING THE NEXUS PIPELINE
3. RESOLUTION 2016-27, AMENDMENT TO PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT
4. RESOLUTION 2016-28, REQUEST THE STATE OF MICHIGAN TO DISCOURAGE THE USE OF COAL TAR SEALANT
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
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 \$1,915.20 PER YEAR
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
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

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
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
11. 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
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
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
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
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
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
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

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

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

PUBLIC HEARING

- A. Resolution No. 2016-25, Request of Sensitile Systems, LLC for an Industrial Facilities Tax Exemption Certificate in the amount of \$2,341,770.00

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.

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI
AND SENSITILE SYSTEMS, LLC

This Agreement (“Agreement”) is entered into this ____ day of July, 2016, between the **CHARTER TOWNSHIP OF YPSILANTI (“Township”)**, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and **Sensitile Systems, LLC (“Sensitile”)**, a limited liability company, whose address is 1735 Holmes Road, Ypsilanti, MI 48198, through their undersigned authorized representatives.

Definitions: As used in this *Agreement*, the term “**Township**” shall mean the **CHARTER TOWNSHIP OF YPSILANTI**; the term “**Sensitile**” shall mean **Sensitile Systems, LLC** ; the term “**Certificate**” shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended, which shall provide to **Sensitile** an abatement of no less than 50% of the Ypsilanti Township taxes it otherwise would have been required to pay for the duration of the Certificate; the term “**Facility**” shall mean the facility located at 1735 Holmes Road, Ypsilanti Township, Washtenaw County, Michigan; the term “**Act**” shall mean Act 198 of 1974, as amended; and the term “**Application**” shall mean Application for Industrial Facilities Tax Exemption Certificate.

WHEREAS, Sensitile has requested, and following a public hearing on July 19, 2016, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended, for the **Facility** located at 1735 Holmes Road, Ypsilanti Township, Washtenaw County, Michigan, for a period of twelve (12) years.

WHEREFORE, the parties hereto agree as follows:

1. **Real Property Improvements.** **Sensitile** will make the “**Real Property Improvements**” as set forth in the **Application** (a copy of which is attached hereto, labeled **Exhibit A**) within two (2) years of the approval date of the certificate. **Sensitile** shall also attach (as **Exhibit B** to this **Agreement**) a copy of the legal description for the real property which is the subject of this **Agreement**.

2. **Reimbursement of Abated Taxes to the Township and Other Taxing Units.** In the event that **Sensitile** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **Sensitile** relocates its **Facility** located at 1735 Holmes Road, Ypsilanti Township, Washtenaw County, Michigan, outside of the **Township** prior to the end of the term of the **Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated

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

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

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

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

A. **Sensitile** agrees to the cleanup of any environmental contamination which was caused by **Sensitile**, its employees or

agents acting within the scope of their agency, which cleanup shall include, but not be limited to, demolition of obsolete property.

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

C. **Sensitile** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of real property (which property is covered by the **Certificate** herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event **Sensitile** requests a meeting with the Township to discuss real property tax disputes, a meeting shall be held by the parties within 45 days of **Sensitile** making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real property tax dispute,

Sensitile shall pay prior to filing a petition with the Michigan Tax Tribunal the real property tax in dispute pending a final decision from the Michigan Tax Tribunal.

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

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

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

7. **Reporting.** **Sensitile** shall provide in a timely manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**,

and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

- A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;
- B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.
- C. List of locations and their numbers as reflected on your trial balance.
- D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).
- E. Lease agreements in effect for all personal property.
- F. Detailed Trial Balance which reflects ending balances for the audit locations.
- G. Invoices as selected.
- H. General Ledger.
- I. Copy of Michigan Single Business Tax Return with supporting schedules.
- J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.
- K. Any other document deemed necessary for completion of a complete audit of all personal property.

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

9. **Annual Status Report.** **Sensitile** further agrees to submit not later than December 31st of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the **Township**. If employment has not equaled or exceeded the numbers set forth in the **Application**, an explanation for this variance shall be provided by **Sensitile**.

10. **Fulfillment of Obligations.** In the event that **Sensitile** occupies the **Facility** for the full term of the **Certificate** as approved by the State Tax Commission or in the alternative **Sensitile** obtains either (a) the consent of the **Township** to relocate its operation prior to the end of the term of the **Certificate**, or (b) the approval of the **Township** to transfer the **Certificate** to a new owner or lessee of the **Facility**, then **Sensitile** shall be considered to have fulfilled any and

all of its obligations to the **Township** pursuant to the **Certificate** and this **Agreement**. Notwithstanding anything else in this **Agreement**, in the event **Sensitile** does not occupy the **Facility** or does not receive any tax abatement pursuant to this **Agreement**, **Sensitile** will not be liable for any costs, damages, fees or other amounts or payments of any kind under this **Agreement**.

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

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

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

- A. Personally delivered with written acknowledgment of receipt; or,
- B. Deposited with an expedited mail service company for delivery on the next business day; or,
- C. Sent by telegram; or,
- D. By facsimile transmission; or,

E. On the next business day after the date when deposited in the United States Mail, certified, return receipt requested, postage pre-paid, addressed as follows:

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

If to **Sensitile**: Abhinand Lath, Resident Agent
and/or his successor
Sensitile Systems LLC
1735 Holmes Rd.
Ypsilanti, MI 48198

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

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

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

17. **Acceptance.** The terms of this **Agreement** are hereby accepted this _____ day of _____, 2016.

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

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Sensitile Systems, LLC

By: Abhinand Lath
Its: Resident Agent

Application for Industrial Facilities Tax Exemption Certificate

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

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Karen Downing Rap</i>	Date Received by Local Unit <i>May 13, 2016</i>
STC Use Only	
Date Received by STC	Application Number

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Sensitile Systems, LLC		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3251	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) See attached Supplemental Reponse		▶ 1d. City/Township/Village (Indicate which) Ypsilanti Township	▶ 1e. County Washtenaw
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located Ypsilanti Community Schools	▶ 3b. School Code 81020
▶ 4. Amount of years requested for exemption (1-12 Years) twelve (12) years			
▶ 5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. See attached Supplemental Response.			
6a. Cost of land and building improvements (excluding cost of land) ▶ <u>2,341,770</u> * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures ▶ <u>N/A</u> * Attach itemized listing with month, day and year of beginning of installation, plus total		Personal Property Costs	
6c. Total Project Costs approx. ▶ <u>2,341,770</u> * Round Costs to Nearest Dollar		Total of Real & Personal Costs	
▶ 7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements	▶ <u>11/01/2016</u>	<u>10/30/2018</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ <u>06/01/2017</u>	<u>10/30/2018</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 23		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 3-5	
▶ 11. Rehabilitation applications only; Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)			
b. TV of Personal Property (excluding inventory)			
c. Total TV			
▶ 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit)		▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Paul F. Bohn	13b. Telephone Number 248.380.0000 ext. 9988	13c. Fax Number 248.380.3434	13d. E-mail Address pbohn@fb-firm.com
14a. Name of Contact Person Vanika Lath	14b. Telephone Number 313.872.6314	14c. Fax Number	14d. E-mail Address vanika.lath@sensitile.com
▶ 15a. Name of Company Officer (No Authorized Agents) Abhinand Lath			
15b. Signature of Company Officer (No Authorized Agents) <i>Abhinand Lath</i>		15c. Fax Number 313.872-6315	15d. Date 05/13/2016
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1735 Holmes Road, Ypsilanti, MI 48198		15f. Telephone Number 313.872.6314	15g. E-mail Address abhi.lath@sensitile.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

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

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

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

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

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

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

Sensitife Systems
General Summary of Expected Investment
April 29, 2016

	Cost (est.)	Expected Installation Date (on or before)
SITE WORK		
Site Earthwork	\$ 140,000	12/01/17
Site Utilities	\$ 120,000	12/01/17
Asphalt Paving	\$ 46,000	12/01/17
Site Improvements	\$ 26,000	12/01/17
CONCRETE		
Soil Formed Foundations	\$ 70,000	12/01/17
Site Flatwork	\$ 30,000	12/01/17
Building Flatwork	\$ 120,000	12/01/17
MASONRY		
Masonry	\$ 130,000	07/01/17
METALS		
Structural Steel	\$ 375,000	07/01/17
Miscellaneous Iron	\$ 5,000	07/01/17
CARPENTRY		
Rough Carpentry	\$ 10,000	07/01/17
MOISTURE PROTECTION		
Metal Siding	\$ 150,000	07/01/17
Membrane Roofing	\$ 157,000	07/01/17
Caulking	\$ 5,000	07/01/17
DOORS & GLASS		
Hollow Metal Drs. & Fms.	\$ 12,000	07/01/17
Overhead Doors	\$ 10,000	07/01/17
Fire Shutter	\$ 6,000	07/01/17
Glass	\$ 32,000	07/01/17
FINISHES		
Special Coatings	\$ 64,000	07/01/17
Painting	\$ 20,000	07/01/17
SPECIALTIES		
Toilet Partitions	\$ -	
Lockers	\$ -	
Fire Extinguishers	\$ 2,700	01/10/18
Toilet Accessories	\$ -	
EQUIPMENT		
Loading Dock Equipment	\$ 26,000	01/10/18
SPECIAL CONSTRUCTION		
Alarm System	\$ 10,000	01/10/18
CONVEYING SYSTEMS		
Crane & Hoists	\$ 76,000	01/10/18
MECHANICAL		
Fire Protection	\$ -	
Plumbing	\$ 50,000	01/10/18
HVAC	\$ 35,000	01/10/18
Process HVAC	\$ -	
LANDSCAPING		
Landscaping	\$ 95,000	01/10/18
ELECTRICAL		
Electrical	\$ 200,000	01/10/18
SUBTOTAL:	\$ 2,010,700	
Contingency (10%)	\$ 201,070	
SUBTOTAL:	\$ 2,211,770	
Arch/Engineering Fee	\$ -	
CM Fee	\$ 130,000	
TOTAL:	\$ 2,341,770	

**SUPPLEMENTAL RESPONSE TO
SENSITILE SYSTEMS, LLC'S APPLICATION FOR IFT EXEMPTION CERTIFICATE**

1c. Facility Address (City, State, ZIP Code): The property is located in the Township of Ypsilanti, Michigan with a zip code of 48198. The parcels subject to this request do not currently have street addresses. The tax parcel identification numbers identifying the subject parcels are K-11-02- 275 -010, K-11-02- 275 -011, K-11-02 -275 -016 and K-11-02-275-009. Attached hereto as Exhibit A is a survey depicting the subject parcels.

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility:

The project includes an approximate 23,000 sq. ft. expansion adjacent to the applicant's current manufacturing facility located at 1735 Holmes Road, Ypsilanti, Michigan 48198. The expansion project will compliment and allow the continued growth of the Applicant's operations, which include the design and manufacturing of certain unique and proprietary architectural construction materials utilized in commercial, industrial and residential applications worldwide.

The Applicant was founded in Michigan by its current owners who are also responsible for the design of its unique and patented architectural construction materials. The Applicant prides itself on its "green" waste minimization procedures and uses state-of-the-art technology in its production process. The Applicant currently has 23 full-time equivalent employees, and this project will add 3 to 5 full-time equivalent jobs within two years from completion.

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES

I swear and affirm by my signature below that the real property project beginning of construction date associated with the application for Industrial Facilities Exemption Certificate under PA198 of 1974, as amended, in the amount of \$2,341,770 filed with Township of Ypsilanti for a facility located at or near 1735 Holmes Road, identified as parcel nos. K-11-02- 275 -010, K-11-02- 275 -011, K-11-02 -275 -016 and K-11-02-275-009 is as follows:

Real Property Project Begin Date: Estimated date of November 1, 2016

Applicant Name:

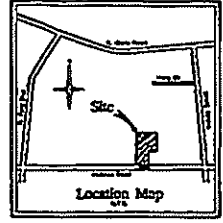
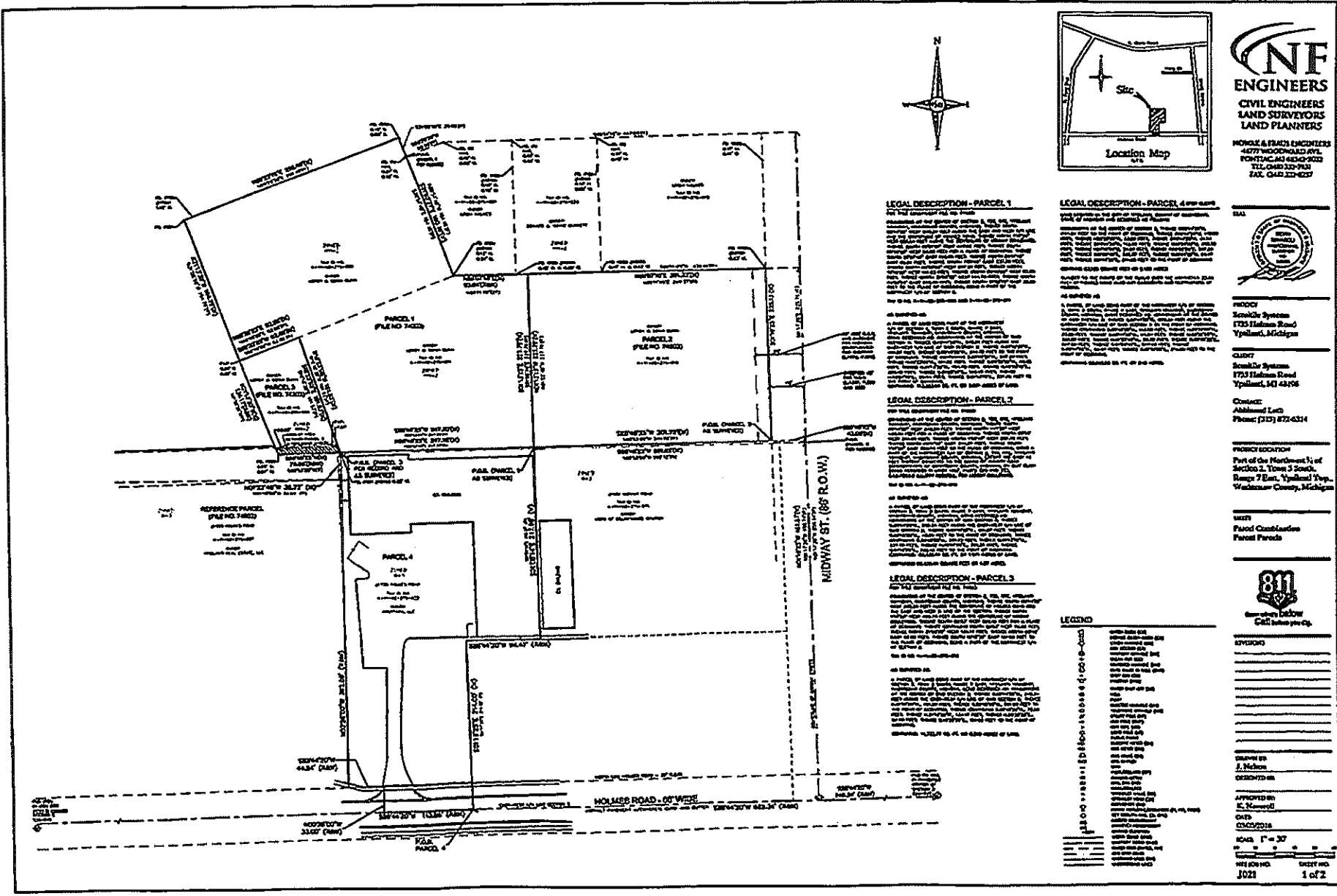
SENSITILE SYSTEMS, LLC, a Michigan
limited liability company

/s/ Abhinand Lath

BY: Abhinand Lath

Its: CEO

EXHIBIT A



CF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 HONIG & FRANK ENGINEERS
 4477 WOODWARD AVE
 FAYETTEVILLE, MD 21731
 TEL: (301) 321-9111
 FAX: (301) 321-6221

LEGAL DESCRIPTION - PARCEL 1
 1/4 1/4 Section 24, T-12N, R-7E, MD DB
 Description of the general location and extent of Parcel 1, as shown on the attached map, is as follows: Parcel 1, containing 2.25 acres, more or less, is bounded on the north by the Northern Boundary, on the east by the Eastern Boundary, on the south by the Southern Boundary, and on the west by the Western Boundary. The area is more particularly described as follows: ... (Detailed bearings and distances) ...
 AS SHOWN ON THE ATTACHED MAP.

LEGAL DESCRIPTION - PARCEL 2
 1/4 1/4 Section 24, T-12N, R-7E, MD DB
 Description of the general location and extent of Parcel 2, as shown on the attached map, is as follows: Parcel 2, containing 2.25 acres, more or less, is bounded on the north by the Northern Boundary, on the east by the Eastern Boundary, on the south by the Southern Boundary, and on the west by the Western Boundary. The area is more particularly described as follows: ... (Detailed bearings and distances) ...
 AS SHOWN ON THE ATTACHED MAP.

LEGAL DESCRIPTION - PARCEL 3
 1/4 1/4 Section 24, T-12N, R-7E, MD DB
 Description of the general location and extent of Parcel 3, as shown on the attached map, is as follows: Parcel 3, containing 2.25 acres, more or less, is bounded on the north by the Northern Boundary, on the east by the Eastern Boundary, on the south by the Southern Boundary, and on the west by the Western Boundary. The area is more particularly described as follows: ... (Detailed bearings and distances) ...
 AS SHOWN ON THE ATTACHED MAP.

LEGAL DESCRIPTION - PARCELS 1, 2 & 3
 1/4 1/4 Section 24, T-12N, R-7E, MD DB
 Description of the general location and extent of the three parcels, as shown on the attached map, is as follows: The three parcels, containing 6.75 acres, more or less, are bounded on the north by the Northern Boundary, on the east by the Eastern Boundary, on the south by the Southern Boundary, and on the west by the Western Boundary. The area is more particularly described as follows: ... (Detailed bearings and distances) ...
 AS SHOWN ON THE ATTACHED MAP.

LEGAL DESCRIPTION - PARCEL 4
 1/4 1/4 Section 24, T-12N, R-7E, MD DB
 Description of the general location and extent of Parcel 4, as shown on the attached map, is as follows: Parcel 4, containing 2.25 acres, more or less, is bounded on the north by the Northern Boundary, on the east by the Eastern Boundary, on the south by the Southern Boundary, and on the west by the Western Boundary. The area is more particularly described as follows: ... (Detailed bearings and distances) ...
 AS SHOWN ON THE ATTACHED MAP.



PROJCT
 ScanCo System
 1725 Hudson Road
 Ypsilanti, Michigan

CLIENT
 ScanCo System
 1725 Hudson Road
 Ypsilanti, MI 48198

CONTACT
 Abraham Lutz
 Phone: (313) 872-6314

DATE
 Parcel Coordinates
 Parcel Permits



LEGEND

	Survey Boundary
	Proposed Boundary
	Easement
	Right-of-Way
	Structure Footing
	Foundation
	Utility Line
	Utility Easement
	Filled Area
	Proposed Filled Area
	Spot Elevation
	Proposed Spot Elevation
	Benchmark
	Proposed Benchmark
	Contour Line
	Proposed Contour Line

DRAWN BY
 J. Nelson
CHECKED BY
 K. Nelson
DATE
 02/22/2018

Scale: 1" = 30'

DATE: 02/22/2018

PROJECT NO: JO21

DRAWING NO: 1 of 2

PUBLIC HEARING

- A. Resolution No. 2016-26, Request of Sensitile Systems, LLC for an Industrial Facilities Tax Exemption Certificate in the amount of \$300,000.00

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.

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI
AND SENSITILE SYSTEMS, LLC

This Agreement (“Agreement”) is entered into this ____ day of July, 2016, between the **CHARTER TOWNSHIP OF YPSILANTI (“Township”)**, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and **Sensitile Systems, LLC (“Sensitile”)**, a limited liability company, whose address is 1735 Holmes Road, Ypsilanti, MI 48198, through their undersigned authorized representatives.

Definitions: As used in this *Agreement*, the term “**Township**” shall mean the **CHARTER TOWNSHIP OF YPSILANTI**; the term “**Sensitile**” shall mean **Sensitile Systems, LLC** ; the term “**Certificate**” shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended, which shall provide to **Sensitile** an abatement of no less than 50% of the Ypsilanti Township taxes it otherwise would have been required to pay for the duration of the Certificate; the term “**Facility**” shall mean the facility located at 1735 Holmes Road, Ypsilanti Township, Washtenaw County, Michigan; the term “**Act**” shall mean Act 198 of 1974, as amended; and the term “**Application**” shall mean Application for Industrial Facilities Tax Exemption Certificate.

WHEREAS, Sensitile has requested, and following a public hearing on July 19, 2016, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended, for the **Facility** located at 1735 Holmes Road, Ypsilanti Township, Washtenaw County, Michigan, for a period of twelve (12) years.

WHEREFORE, the parties hereto agree as follows:

1. **Real Property Improvements.** **Sensitile** will make the “**Real Property Improvements**” as set forth in the **Application** (a copy of which is attached hereto, labeled **Exhibit A**) within two (2) years of the approval date of the certificate. **Sensitile** shall also attach (as **Exhibit B** to this **Agreement**) a copy of the legal description for the real property which is the subject of this **Agreement**.

2. **Reimbursement of Abated Taxes to the Township and Other Taxing Units.** In the event that **Sensitile** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **Sensitile** relocates its **Facility** located at 1735 Holmes Road, Ypsilanti Township, Washtenaw County, Michigan, outside of the **Township** prior to the end of the term of the **Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated

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

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

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

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

A. **Sensitile** agrees to the cleanup of any environmental contamination which was caused by **Sensitile**, its employees or

agents acting within the scope of their agency, which cleanup shall include, but not be limited to, demolition of obsolete property.

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

C. **Sensitile** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of real property (which property is covered by the **Certificate** herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event **Sensitile** requests a meeting with the Township to discuss real property tax disputes, a meeting shall be held by the parties within 45 days of **Sensitile** making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real property tax dispute,

Sensitile shall pay prior to filing a petition with the Michigan Tax Tribunal the real property tax in dispute pending a final decision from the Michigan Tax Tribunal.

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

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

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

7. **Reporting.** **Sensitile** shall provide in a timely manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**,

and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

- A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;
- B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.
- C. List of locations and their numbers as reflected on your trial balance.
- D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).
- E. Lease agreements in effect for all personal property.
- F. Detailed Trial Balance which reflects ending balances for the audit locations.
- G. Invoices as selected.
- H. General Ledger.
- I. Copy of Michigan Single Business Tax Return with supporting schedules.
- J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.
- K. Any other document deemed necessary for completion of a complete audit of all personal property.

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

9. **Annual Status Report.** **Sensitile** further agrees to submit not later than December 31st of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the **Township**. If employment has not equaled or exceeded the numbers set forth in the **Application**, an explanation for this variance shall be provided by **Sensitile**.

10. **Fulfillment of Obligations.** In the event that **Sensitile** occupies the **Facility** for the full term of the **Certificate** as approved by the State Tax Commission or in the alternative **Sensitile** obtains either (a) the consent of the **Township** to relocate its operation prior to the end of the term of the **Certificate**, or (b) the approval of the **Township** to transfer the **Certificate** to a new owner or lessee of the **Facility**, then **Sensitile** shall be considered to have fulfilled any and

all of its obligations to the **Township** pursuant to the **Certificate** and this **Agreement**. Notwithstanding anything else in this **Agreement**, in the event **Sensitile** does not occupy the **Facility** or does not receive any tax abatement pursuant to this **Agreement**, **Sensitile** will not be liable for any costs, damages, fees or other amounts or payments of any kind under this **Agreement**.

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

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

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

- A. Personally delivered with written acknowledgment of receipt; or,
- B. Deposited with an expedited mail service company for delivery on the next business day; or,
- C. Sent by telegram; or,
- D. By facsimile transmission; or,

E. On the next business day after the date when deposited in the United States Mail, certified, return receipt requested, postage pre-paid, addressed as follows:

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

If to **Sensitile**: Abhinand Lath, Resident Agent
and/or his successor
Sensitile Systems LLC
1735 Holmes Rd.
Ypsilanti, MI 48198

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

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

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

17. **Acceptance.** The terms of this **Agreement** are hereby accepted this _____ day of _____, 2016.

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

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

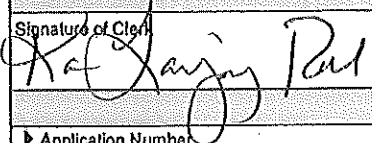
Sensitile Systems, LLC

By: Abhinand Lath
Its: Resident Agent

Application for Industrial Facilities Tax Exemption Certificate

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

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit May 27, 2016
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Sensitile Systems, LLC	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3251
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1735 Holmes Road, Ypsilanti, MI 48198	1d. City/Township/Village (indicate which) Ypsilanti Township
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	1e. County Washtenaw 3a. School District where facility is located Ypsilanti Community Schools 3b. School Code 81020
4. Amount of years requested for exemption (1-12 Years) twelve (12) years	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. See attached Supplemental Response.	
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>\$300,000.00</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>0.00</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>approx. \$300,000.00</u> Total of Real & Personal Costs
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.	
Real Property Improvements ▶ <u>11/01/2016</u> <u>10/30/2018</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶ _____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9. No. of existing jobs at this facility that will be retained as a result of this project. 23	10. No. of new jobs at this facility expected to create within 2 years of completion. 1
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.	
a. TV of Real Property (excluding land) _____ b. TV of Personal Property (excluding inventory) _____ c. Total TV _____	
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District	
12b. Date district was established by local government unit (contact local unit) 07/21/2009	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Paul F. Bohn	13b. Telephone Number 248.380.0000 ext. 9988	13c. Fax Number 248.380.3434	13d. E-mail Address pbohn@fb-firm.com
14a. Name of Contact Person Vanika Lath	14b. Telephone Number 313.872.6314	14c. Fax Number	14d. E-mail Address vanika.lath@sensitile.com
▶ 15a. Name of Company Officer (No Authorized Agents) Abhinand Lath			
15b. Signature of Company Officer (No Authorized Agents) <i>Abhinand Lath</i>		15c. Fax Number 313.872-6315	15d. Date 5/24/16
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1735 Holmes Road, Ypsilanti, MI 48198		15f. Telephone Number 313.872.6314	15g. E-mail Address abhi.lath@sensitile.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

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

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

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

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

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

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

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES**

I swear and affirm by my signature below that the real property project beginning of construction date associated with the application for Industrial Facilities Exemption Certificate under PA198 of 1974, as amended, in the amount of \$300,000 filed with Township of Ypsilanti for a facility located at 1735 Holmes Road, identified as parcel no. K-90-996-074-00 is as follows:

Real Property Project Begin Date: Estimated date of November 1, 2016

Applicant Name:

SENSITILE SYSTEMS, LLC, a Michigan
limited liability company

/s/ Abhinand Lath

BY: Abhinand Lath

Its: CEO

Sensitile Systems
General Summary of Expected Investment
May 23, 2016

	Cost (est.)	Expected Installation Date (on or before)
SITE WORK		
Showroom Expansion (new walls, HVAC upgrades, lighting, etc.)	\$ 150,000	10/30/18
Office Expansion (new walls, HVAC upgrades, lighting, etc.)	\$ 75,000	10/30/18
Inventory Store Build-out (new walls, HVAC upgrades, lighting, etc.)	\$ 75,000	10/30/18

**SUPPLEMENTAL RESPONSE TO
SENSITILE SYSTEMS, LLC'S APPLICATION FOR IFT EXEMPTION CERTIFICATE**

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility:

This application addresses certain "brick and mortar" improvements to be made at applicant's current facility located at 1735 Holmes Road, Ypsilanti, Michigan (the "Facility"). The project subject to this application includes \$300,000 of new construction at the Facility (the "Project"). The Project will complement and assist in the expansion of the applicant's operations, which includes the design and manufacturing of certain unique and proprietary architectural construction materials utilized in commercial, industrial and residential applications worldwide.

The Facility is currently located in an Industrial Development District established by the Township of Ypsilanti on July 21, 2009 (IDD 09-275).

Sensitile Systems, LLC
Industrial Facilities Exemption Application
for 1735 Holmes Road

LEGAL DESCRIPTION

Property situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and described as:

COM AT CENTER OF SEC, TH S 88-44-20 W 802.30 FT TH N 0-26-00 W 33 FT FOR PL OF
BEG; TH N 00-26-00 W 181.02 FT; TH N 88-44-20 E 205.22 FT; TH N 01-08-40 W 245.61 FT;
TH S 88-53-00 W 247.20 FT; TH S 01-14-37 W 34.68 FT; TH S 00-26-00 E 392.59 FT; TH N 88-
44-20 E 44.54 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2 T3S-R7E, 1.59 AC

Common Address: 1735 Holmes Road, Ypsilanti, Michigan
Tax ID No. K 90 996 074 00

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 21, 2016 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:02 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

**1. RESOLUTION 2016-19, ACCEPTING OWNERSHIP AND MAINTENANCE
RESPONSIBILITY FOR WAYFINDING SIGNS INSTALLED BY THE
WASHTENAW COUNTY CONVENTION AND VISITORS BUREAU**

Mary Zuccherro and Mary Kerr from the Washtenaw County Convention and Visitors Bureau discussed the Wayfinding signs. Ms. Zuccherro stated they would like the Township to sign the Resolution accepting ownership and maintenance responsibility for Wayfinding signs installed in Ypsilanti Township. Ms. Zuccherro said that the signage would help visitors and residents navigate the area much better than they have in the past. Ms. Zuccherro stated that the contractor was ready to begin the permitting and when this Resolution is executed they will begin installation, projected in August or early September. Ms. Zuccherro distributed packets with pictures.

Supervisor Stumbo stated that cities maintain these signs but because we are a Township it is necessary for us to adopt a Resolution stating the Township would maintain the signs that are in the Township. Supervisor Stumbo said that the Township currently maintains Washtenaw County Road Commission signs in the Township.

Supervisor Stumbo said that the Wayfinding Signs were funded through a CTAP (Community Township Action Plan) Grant. Ms. Zuccherro stated that the

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 2**

Townships' portion for the cost for the signs was completely funded by the CTAP Grant.

Ms. Zuccherro stated that in phase one there would be four signs in the Township. She said 3 signs would have Rosie the Riveter on them and the other sign would have a car on it. She also stated that it was not too late if the Township wanted something different on the signs. Ms. Zuccherro said the cost of the signs would be \$8,200.00. Clerk Lovejoy Roe requested a copy of the cost for insurance coverage.

DISCUSSION REGARDING NEXUS PIPELINE RESOLUTION

Supervisor Stumbo stated that this item was put on the work session for an opportunity to speak about the pipeline and decide how the Board wanted to handle. Clerk Lovejoy Roe stated that DTE would be at the July Board Meeting to give a presentation on the pipeline. Supervisor Stumbo requested this item be added to the agenda for the July Board Meeting at the Board's request.

Cathy Schoen, Augusta Township Resident, expressed opposition to the pipeline.

AGENDA REVIEW

- A. 7:00PM – RESOLUTION 2016-18 CREATION OF INDUSTRIAL DEVELOPMENT DISTRICT #16-277 TO INCLUDE PARCELS K-11-02-275-009 (1045 WARE CT.), K-11-02-275-019 (1776 WARE CT.), K-11-02-275-020 (1744 WARE CT.) AND K-11-02-275-021 (1728 WARE CT.)**
(PUBLIC HEARING SET AT THE MAY 17, 2016 REGULAR MEETING)

Supervisor Stumbo stated this Resolution was to include all the parcels listed in the Industrial Development District. Clerk Lovejoy Roe said the owners of Sensitile will be at the Regular Board Meeting with their Attorney. Joe Lawson, Planning Director stated that the company was expanding and this would open up the area for further growth.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 3**

PUBLIC COMMENTS

Ms. Kaiser, Township Resident, said that the street sweepers did a fabulous job this year with sweeping the streets. She also stated that Washtenaw County Commissioners had passed a bill that would require a charge of ten cents for a plastic bag at Washtenaw County grocery stores. Ms. Kaiser expressed opposition to the new county ordinance and reported state legislation has been proposed that would overturn the county ordinance.

CONSENT AGENDA

- A. MINUTES OF THE MAY 17, 2016 WORK SESSION AND REGULAR MEETING
- B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR JUNE 7, 2016 IN THE AMOUNT OF \$864,636.48
 - 2. STATEMENTS AND CHECKS FOR JUNE 21, 2016 IN THE AMOUNT \$287,673.94
 - 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2016 IN THE AMOUNT OF \$50,621.75
 - 4. CHOICE HEALTH CARE ADMIN FEE FOR APRIL 2016 IN THE AMOUNT OF \$1,207.50
- C. MAY 2016 TREASURER'S REPORT

SUPERVISOR REPORT

CLERK REPORT (none given)

TREASURER REPORT (none given)

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 4**

**TRUSTEE REPORT (none given)
ATTORNEY REPORT**

A. GENERAL LEGAL UPDATE (none given)

NEW BUSINESS

1. BUDGET AMENDMENT #9

Supervisor Stumbo explained Budget Amendment #9.

**2. 1ST READING OF RESOLUTION 2016-16, PROPOSED ORDINANCE
2016-463, AMENDING THE TOWNSHIP CODE OF ORDINANCES,
CHAPTER 22, BUSINESSES, TO REGULATE OUTDOOR COLLECTION
BOXES**

Supervisor Stumbo explained the Resolution. She stated that Attorney King would be at the Regular Board meeting to discuss the Resolution.

**3. RESOLUTION 2016-19, ACCEPTING OWNERSHIP AND MAINTENANCE
RESPONSIBILITY FOR WAYFINDING SIGNS INSTALLED BY THE
WASHTENAW COUNTY CONVENTION AND VISITORS BUREAU
(This was discussed earlier in the work session)**

**4. RESOLUTION 2016-20, HABITAT FOR HUMANITY ROAD CLOSURE
REQUEST**

Supervisor Stumbo explained the Resolution. Supervisor Stumbo pointed out that the Resolution needs to be corrected, the insurance is in Habitat for Humanity's name, not the Township and the insurance document is attached.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 5**

- 5. RESOLUTION 2016-21, APPROVING AMENDED AND RESTATED SRF CONTRACT AND REVISED NOTICE FOR TYLER POND TRESTLE REPLACEMENT AND ISSUANCE OF YCUA BONDS IN A NOT TO EXCEED AMOUNT OF \$4,000,000.00**

Supervisor Stumbo explained that this was work that needed to be done and the trestle was to be replaced.

- 6. RESOLUTION 2016-22, APPROVING SRF CONTRACT FOR THE IMPROVEMENT TO EFFLUENT PUMP STATION AND ISSUANCE OF YCUA BONDS IN A NOT TO EXCEED AMOUNT OF \$2,250,000.00**

- 7. RESOLUTION 2016-23, PURCHASE TAX FORECLOSED PROPERTIES LOCATED AT 1556 HARRY, 2677 BROOKLYN, 1367 HUNTER, 2170 WOODALE, 793 N. FORD, 1324 WENDELL AND 397 ELDER IN THE AMOUNT OF \$80,794.00 BUDGETED IN LINE ITEM 101-950-000-969-010 AND PROPERTIES LOCATED AT 1676 HOLMES, 1976 MARY CATHERINE AND 830 CALDER IN THE AMOUNT OF \$43,798.00 AND BUDGETED IN LINE ITEM #101-950-000-969-011 ALL FROM THE 2016 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL**

Supervisor Stumbo explained that the Township would purchase foreclosed homes and turn them into home ownership through Habitat for Humanity. She said this had kept others from purchasing them and using them as rentals. Clerk Lovejoy Roe stated that when Habitat purchased homes from the Township the money would be returned to the Township to purchase more houses. She said this program continues to stabilize neighborhoods throughout the Township.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 6**

- 8. REQUEST AUTHORIZATION FOR LARRY DOE, TREASURER, TOWNSHIP ATTORNEY AND MICHAEL RADZIK, OCS DIRECTOR TO WORK WITH HABITAT FOR HUMANITY TO IDENTIFY OTHER DESIRED PROPERTIES FROM THE 2016 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES AND TO BID ON THOSE PROPERTIES AT THE COUNTY TAX SALE AUCTION IN AN AMOUNT NOT TO EXCEED \$21,908.00 WITH \$9,206.00 BUDGETED IN LINE ITEM #101-950-000-969-010 AND \$12,702.00 Budgeted in line item #101-950-000-969-011**

Supervisor Stumbo stated that the property the Township would purchase in tax auctions would be sold to Habitat for Humanity for continuation with the Townships' neighborhood stabilization plan.

- 9. RESOLUTION 2016-24, APPLICATION APPROVAL FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT**

Supervisor Stumbo stated that Henry Ford deeded this area to the Township. She said we became aware of the Townships' ownership when the State notified the Township that the Dam needed to be repaired. Supervisor Stumbo said that by petitioning to include the property in a Drainage District, the Drain Commission would be responsible for maintaining it.

- 10. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF YPSILANTI TOWNSHIP TO COMMIT FUNDS FOR A JOINT PROJECT WITH YCUA FOR THE TYLER DAM DRAWDOWN PROJECT IN THE AMOUNT OF \$1,918,945.00**

Jeff Allen, Residential Services Director explained the work that would be done on Tyler Dam. He stated that it was not necessary to keep this body of water as a pond and after repairs it would operate as a stream. Mr. Allen said making this a stream would allow YCUA to reduce the length of the trestle. Mr. Allen stated that because the project was being done with YCUA the SRF Funds would cover \$881,600.00 of the Township Project. He stated the project would not begin until

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 7**

the end of 2016 or beginning of 2017 and that would be when the payment would be paid for this project.

11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF CONTRACT WITH TETRA-TECH TO COMPLETE CLOSURE ACTIVITIES FOR UST LEAK ID #C-0050-98 AT THE YPSILANTI TOWNSHIP COMMUNITY CENTER IN THE AMOUNT OF \$6,762.00 AND BUDGETED IN LINE ITEM #101-956-000-818-021

Jeff Allen, Residential Services Director explained this project needed to be done to receive the grants for both the Community Center and the Bud and Blossom Park.

12. REQUEST OF STAN ELDRIDGE, TRUSTEE FOR AUTHORIZATION OF AGREEMENT WITH PLAY IT AT THE CAGE FOR RENTAL OF THE CLARK RD ATHLETIC FIELDS FOR FIVE YEARS BEGINNING APRIL 1, 2017 TO OCTOBER 31, 2021

Trustee Eldridge explained the request for the rental of the Clark Road Athletic fields. Mr. Eldridge explained the contract in detail. Mr. Eldridge said that the Church League who has used the fields for over 25 years on Saturday would be affected by this contract.

Coach Dishman from Play it at the Cage, stated that he would like to utilize the fields but to bring in the amount of resources that it would take to pay the \$38,000.00 a year to the Township he would need the fields for weekend tournaments.

Tom Zecker, from the Church League stated that the Church League season begins on the last Saturday in April and ends the second Saturday in July. He stated it may go longer in July if because of weather regular season games needed to be rescheduled. Kirk Demars from the Church League stated they had concerns over not being notified prior to tonight. He stated he would need to speak with their members to see if it was possible for them to move their schedule to August through September. Trustee Eldridge stated he would meet with Coach Dishman and the members of the Church League tonight.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 8**

13. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR A TRAFFIC CALMING DEVICE TO BE LOCATED ON CRESTWOOD AVENUE IN THE AMOUNT OF \$7,508.00 AND BUDGETED IN LINE ITEM #101-446-000-818-002

Trustee M. Martin commented that the other traffic calming devices helped Crestwood but it was now causing a problem for Duncan and Parkwood. Supervisor Stumbo stated that Duncan and Parkwood could petition for the traffic calming devices.

Trustee S. Martin suggested that we speak with neighborhoods and let them know they can petition to install these traffic calming devices on their streets.

14. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO ENTER INTO NEGOTIATIONS TO SELL PARCEL #K-11-14-436-004 (1810 GEORGE AVE.) TO LORENZA AND TAMMY EPPS

15. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, AUGUST 16, 2016 AT APPROXIMATELY 7:00PM – CREATION OF SPECIAL ASSESSMENT DISTRICT FOR HOLMES ROAD NEIGHBORHOOD CAMERAS

**16. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, JULY 19, 2016 AT APPROXIMATELY 7:00PM TO HEAR 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
(Discussed earlier in meeting)**

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 9**

- 17. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY JULY 19, 2016 AT APPROXIMATELY 7:15PM TO HEAR REQUEST OF SENSITILE SYSTEMS, LLC. LOCATED AT 1735 HOLMES RD. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EMEMPTION CERTIFICATE IN THE AMOUNT OF \$300,000.00**
(Discussed earlier in meeting)

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR AUTHORIZATION TO HIRE CARLISLE-WORTMAN AS YPSILANTI TOWNSHIP'S GENERAL PLANNING CONSULTANT AND TO AUTHORIZE SIGNING OF THE CONTRACT PENDING ATTORNEY REVIEW**

Joe Lawson, Planning Director explained the process for hiring Carlisle-Wortman as Ypsilanti Township's General Planning Consultant. Mr. Lawson introduced Mr. Dick Carlisle to the Board. Mr. Carlisle stated his company has been in the area for a number of years and they are very happy to be working with the Township.

- 2. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT TO SEEK SEALED BIDS FOR THE PAVING OF A PORTION OF THE WALKING PATH AT APPLERIDGE PARK**
- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO ACCEPT THE BID FOR PURCHASE, INSTALLATION AND ONGOING MAINTENANCE OF FIVE (5) MULTI-FUNCTION DEVICES FROM APPLIED IMAGING IN THE AMOUNT OF \$33,150.00 AND BUDGETED IN LINE ITEM #101-266-000-970-000**
- 4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE INSTALLATION OF FIBER OPTIC CABLE AT THE CIVIC CENTER AND COMPOST SITE**

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 WORK SESSION MINUTES
PAGE 10**

**5. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK
PROPOSALS FOR MANAGED PRINT SERVICES FOR EXISTING
NETWORKED PRINTING EQUIPMENT**

The Board adjourned the work session meeting at approximately 6:50p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES**

Supervisor Stumbo called the meeting to order at approximately 7:10pm 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

PUBLIC HEARING

Public Hearing opened at 7:12pm

- A. 7:12PM – RESOLUTION 2016-18 CREATION OF INDUSTRIAL DEVELOPMENT DISTRICT #16-277 TO INCLUDE PARCELS K-11-02-275-009 (1045 WARE CT.), K-11-02-275-019 (1776 WARE CT.), K-11-02-275-020 (1744 WARE CT.) AND K-11-02-275-021 (1728 WARE CT.)**
(PUBLIC HEARING SET AT THE MAY 17, 2016 REGULAR MEETING)

Joe Lawson, Planning Director explained the creation of Industrial Development District. He stated this Resolution would add four additional parcels to an Industrial Development District for future development.

Edward Burnett, Township Resident stated he owns the home at 1776 Ware Ct. and the two parcels next to the home. Mr. Burnett questioned if the district would include the property across the street from his property. Joe Lawson stated it included property to Clark Road. Mr. Lawson stated that the zoning and taxable value would not change.

Public Hearing Ended at 7:18pm

Clerk Lovejoy Roe read Resolution 2016-18 into the record.

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-18 Creation of Industrial Development District #16-277 To Include Parcels K-11-02-275-009 (1045 Ware Ct.), K-11-02-275-019 (1776 Ware Ct.), K-11-02-275-020 (1744 Ware Ct.) and K-11-02-275-021 (1728 Ware Ct.) (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 2**

PUBLIC COMMENTS

Ms. Kaiser thanked the street sweeper for a great job. She questioned if the change regarding the Trustees salary had been finalized. Trustee Eldridge stated it would be on the agenda for the July Board meeting. Ms. Kaiser also stated she would encourage residents to contact their state representative regarding a bill that would not allow grocery stores to charge the consumer \$.10 for each plastic bag and that the proposed bill would supersede the recently adopted Washtenaw County ordinance regarding the \$.10 charge for bags.

CONSENT AGENDA

- A. MINUTES OF THE MAY 17, 2016 WORK SESSION AND REGULAR MEETING

- B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR JUNE 7, 2016 IN THE AMOUNT OF \$864,636.48
 - 2. STATEMENTS AND CHECKS FOR JUNE 21, 2016 IN THE AMOUNT \$287,673.94
 - 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2016 IN THE AMOUNT OF \$50,621.75
 - 4. CHOICE HEALTH CARE ADMIN FEE FOR APRIL 2016 IN THE AMOUNT OF \$1,207.50

- C. MAY 2016 TREASURER'S REPORT

A motion was made by Karen Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda

The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo stated she had attended numerous meeting during the month. She said most of the meetings have been with the American Center of Mobility. She stated the project was moving forward and it was exciting for Ypsilanti Township to be a part of this venture. Supervisor Stumbo also attended meetings which involved issues with storm and ground water and redeveloping the site.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 3**

Supervisor Stumbo stated she had received the resignation of Justin Blair, Golf Course Director.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept the resignation of Justin Blair.

The motion carried unanimously.

CLERK REPORT (none given)

TREASURER REPORT

Treasurer Doe stated that on June 11, 2016 they had an Animal Clinic. He said they vaccinated 22 cats and 152 dogs. Treasurer Doe thanked all the staff who participated.

TRUSTEE REPORT (none given)

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated there were a number of different court actions in the last several weeks that the Board was aware of. Attorney Winters said they were very successful. He also stated that the Township continues to have issues with the Gault Village Shopping Center and the Board authorized legal action. He stated the legal action had been filed. Attorney Winters said no one representing Gault Village attended the hearing so problems continue on the site. He stated because of the continued blight at the shopping center he obtained a court order for the Township to remove the trash and clean up the property. Attorney Winters said the Township also fixed the fence which had collapsed into the alley behind the shopping center. Mr. Winters stated that after a fire and an explosion on Jeff Street the homeowner left an exposed basement. Mr. Winters said the court ordered the home owner to put a fence around the exposed basement and gave the owner 30 days to finalize an agreement with Habitat for Humanity to take over the property.

NEW BUSINESS

1. BUDGET AMENDMENT #9 (see attached)

A motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to Approve Budget Amendment #9.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 4**

- 2. 1ST 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)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 1st 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)

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	not available

The motion carried unanimously.

- 3. RESOLUTION 2016-19, ACCEPTING OWNERSHIP AND MAINTENANCE RESPONSIBILITY FOR WAYFINDING SIGNS INSTALLED BY THE WASHTENAW COUNTY CONVENTION AND VISITORS BUREAU(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-19, Accepting Ownership and Maintenance Responsibility for Wayfinding signs installed by the Washtenaw County Convention and Visitors Bureau.

The motion carried unanimously.

- 4. RESOLUTION 2016-20, HABITAT FOR HUMANITY ROAD CLOSURE REQUEST(see attached)**

Supervisor Stumbo clarified that the Resolution needs to be corrected, the insurance is in Habitat's name, not the Township and the insurance document is attached.

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-20, Habitat for Humanity Road Closure Request. The motion carried unanimously.

- 5. RESOLUTION 2016-21, APPROVING AMENDED AND RESTATED SRF CONTRACT AND REVISED NOTICE FOR TYLER POND TRESTLE REPLACEMENT AND ISSUANCE OF YCUA BONDS IN A NOT TO EXCEED AMOUNT OF \$4,000,000.00(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-21, Approving Amended and Restated SRF Contract and Revised Notice for Tyler Pond Trestle Replacement and Issuance of YCUA Bonds in a Not to Exceed Amount of \$4,000,000.00.

Tom Colis, Miller Canfield, explained that this is the same proposal as last year. He stated the only difference was the dollar amount.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 5**

Scott Westover, Engineer for YCUA explained that when the bids came through last year they were a lot higher than anticipated. He stated that with changes in the bid document the bids came in more favorable.

The motion carried unanimously.

- 6. RESOLUTION 2016-22, APPROVING SRF CONTRACT FOR THE IMPROVEMENT TO EFFLUENT PUMP STATION AND ISSUANCE OF YCUA BONDS IN A NOT TO EXCEED AMOUNT OF \$2,250,000.00(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-22, Approving SRF Contract for the Improvement of Effluent Pump Station and Issuance of YCUA Bonds in a Not to Exceed Amount \$2,250,000.00.

Tom Colis from Miller Canfield, explained the Resolution.

The motion carried unanimously.

- 7. RESOLUTION 2016-23, PURCHASE TAX FORECLOSED PROPERTIES LOCATED AT 1556 HARRY, 2677 BROOKLYN, 1367 HUNTER, 2170 WOODALE, 793 N. FORD, 1324 WENDELL AND 397 ELDER IN THE AMOUNT OF \$80,794.00 BUDGETED IN LINE ITEM 101-950-000-969-010 AND PROPERTIES LOCATED AT 1676 HOLMES, 1976 MARY CATHERINE AND 830 CALDER IN THE AMOUNT OF \$43,798.00 AND BUDGETED IN LINE ITEM #101-950-000-969-011 ALL FROM THE 2016 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL(see attached)**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2016-23, Purchase Tax Foreclosed Properties Located at 1556 Harry, 2677 Brooklyn, 1367 Hunter, 2170 Woodale, 793 N. Ford, 1324 Wendell and 397 Elder in the Amount of \$80,794.00 Budgeted in Line Item 101-950-000-969-010 and Properties Located at 1676 Holmes, 1976 Mary Catherine and 830 Calder in the Amount of \$43,798.00 and Budgeted in Line Item #101-950-000-969-011 all From the 2016 Washtenaw County Treasurer List of Tax Foreclosed Properties Under the Right of First Refusal.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 6**

- 8. REQUEST AUTHORIZATION FOR LARRY DOE, TREASURER, TOWNSHIP ATTORNEY AND MICHAEL RADZIK, OCS DIRECTOR TO WORK WITH HABITAT FOR HUMANITY TO IDENTIFY OTHER DESIRED PROPERTIES FROM THE 2016 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES AND TO BID ON THOSE PROPERTIES AT THE COUNTY TAX SALE AUCTION IN AN AMOUNT NOT TO EXCEED \$21,908.00 WITH \$9,206.00 BUDGETED IN LINE ITEM #101-950-000-969-010 AND \$12,702.00 Budgeted in line item #101-950-000-969-011**

A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Request Authorization for Larry Doe, Treasurer, Township Attorney and Michael Radzik, OCS Director to Work With Habitat for Humanity to Identify Other Desired Properties From the 2016 Washtenaw County Treasurer List of Tax Foreclosed Properties and to Bid on Those Properties at The County Tax Sale Auction in an Amount Not to Exceed \$21,908.00 With \$9,206.00 Budgeted in Line Item #101-950-000-969-010 AND \$12,702.00 Budgeted in line item #101-950-000-969-011.

The motion carried unanimously.

- 9. RESOLUTION 2016-24, APPLICATION APPROVAL FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT(see attached)**

A Motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve Resolution 2016-24, Application Approval for Laying Out and Designating a Drainage District.

The motion carried unanimously.

- 10. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF YPSILANTI TOWNSHIP TO COMMIT FUNDS FOR A JOINT PROJECT WITH YCUA FOR THE TYLER DAM DRAWDOWN PROJECT IN THE AMOUNT OF \$1,918,945.00**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director for Approval of Ypsilanti Township to Commit Funds for a Joint Project With YCUA For The Tyler Dam Drawdown Project in the Amount of \$1,918,945.00.

Jeff Allen, Residential Services Director thanked YCUA for all their work on this project.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 7**

11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF CONTRACT WITH TETRA-TECH TO COMPLETE CLOSURE ACTIVITIES FOR UST LEAK ID #C-0050-98 AT THE YPSILANTI TOWNSHIP COMMUNITY CENTER IN THE AMOUNT OF \$6,762.00 AND BUDGETED IN LINE ITEM #101-956-000-818-021(see attached)

A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Request of Jeff Allen, Residential Services Director for Approval of Contract with Tetra-Tech to Complete Closure Activities for UST Leak ID #C-0050-98 at the Ypsilanti Township Community Center in the Amount of \$6,762.00 and Budgeted in Line Item #101-956-000-818-021.

The motion carried unanimously.

12. REQUEST OF STAN ELDRIDGE, TRUSTEE FOR AUTHORIZATION OF AGREEMENT WITH PLAY IT AT THE CAGE FOR RENTAL OF THE CLARK RD ATHLETIC FIELDS FOR FIVE YEARS BEGINNING APRIL 1, 2017 TO OCTOBER 31, 2021

A Motion was made by Trustee Eldridge supported by Treasurer Doe to table the original Request for Authorization of Agreement with Play it at the Cage for Rental of the Clark Road Athletic Fields for Five Years Beginning April 1, 2017 to October 31, 2021 until Monday, June 27, 2016 at 5:00pm.

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

The motion carried unanimously.

13. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR A TRAFFIC CALMING DEVICE TO BE LOCATED ON CRESTWOOD AVENUE IN THE AMOUNT OF \$7,508.00 AND BUDGETED IN LINE ITEM #101-446-000-818-002(see attached)

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Request to Approve Agreement With The Washtenaw County Road Commission For a Traffic Calming Device to be Located on Crestwood Avenue in the Amount of \$7,508.00 and Budgeted in Line Item #101-446-000-818-002.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 8**

**14. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO ENTER INTO
NEGOTIATIONS TO SELL PARCEL #K-11-14-436-004 (1810 GEORGE AVE.)
TO LORENZA AND TAMMY EPPS**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to
Approve Request of Brian McCleery, Assistant Assessor to Enter into
Negotiations to Sell Parcel #K-11-14-436-004 (1810 George Ave.) to Lorenzo and
Tammy Epps.**

The motion carried unanimously.

**15. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, AUGUST 16, 2016
AT APPROXIMATELY 7:00PM – CREATION OF SPECIAL ASSESSMENT
DISTRICT FOR HOLMES ROAD NEIGHBORHOOD CAMERAS**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to
Approve Request to set Public Hearing Date of Tuesday, August 16, 2016 at
Approximately 7:00pm – Creation of Special Assessment District for Holmes
Road Neighborhood Cameras.**

The motion carried unanimously.

**16. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, JULY 19, 2016 AT
APPROXIMATELY 7:00PM TO HEAR 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**

**A Motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to
Approve Request to set Public Hearing Date of Tuesday, July 19, 2016 at
Approximately 7:00pm to Hear 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.**

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 9**

- 17. REQUEST TO SET PUBLIC HEARING REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY JULY 19, 2016 AT APPROXIMATELY 7:15PM TO HEAR 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**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request to set Public Hearing Date of Tuesday, July 19, 2016 at Approximately 7:15pm to Hear 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.

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR AUTHORIZATION TO HIRE CARLISLE-WORTMAN AS YPSILANTI TOWNSHIP'S GENERAL PLANNING CONSULTANT AND TO AUTHORIZE SIGNING OF THE CONTRACT PENDING ATTORNEY REVIEW**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Request of Joe Lawson, Planning Director for Authorization to Hire Carlisle-Wortman as Ypsilanti Township's General Planning Consultant and to Authorize Signing of the Contract Pending Attorney Review.

The motion carried unanimously.

- 2. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT TO SEEK SEALED BIDS FOR THE PAVING OF A PORTION OF THE WALKING PATH AT APPLERIDGE PARK**

A Motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve Request of Angela Verges, Recreation Superintendent to Seek Sealed Bids for the Paving of a Portion of the Walking Path at Appleridge Park.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 21, 2016 REGULAR BOARD MEETING MINUTES
PAGE 10**

- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO ACCEPT THE BID FOR PURCHASE, INSTALLATION AND ONGOING MAINTENANCE OF FIVE (5) MULTI-FUNCTION DEVICES FROM APPLIED IMAGING IN THE AMOUNT OF \$33,150.00 AND BUDGETED IN LINE ITEM #101-266-000-970-000**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Travis McDugald, IS Manager to Accept the Bid For Purchase, Installation and Ongoing Maintenance of Five (5) Multi-Function Devices From Applied Imaging in the Amount of \$33,150.00 and Budgeted in Line Item #101-266-000-970-000.

The motion carried unanimously.

- 4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE INSTALLATION OF FIBER OPTIC CABLE AT THE CIVIC CENTER AND COMPOST SITE**

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to Approve Request of Travis McDugald, IS Manager to Seek Proposals for the Installation of Fiber Optic Cable at the Civic Center and Compost Site.

The motion carried unanimously.

- 5. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR MANAGED PRINT SERVICES FOR EXISTING NETWORKED PRINTING EQUIPMENT**

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Travis McDugald, IS Manager to Seek Proposals for Managed Print Services For Existing Networked Printing Equipment.

The motion carried unanimously.

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:15 p.m.

Respectfully Submitted,

**Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti**

RESOLUTION 2016-18

A Resolution Establishing an Industrial Development District to Include All Parcels Attached Hereto as Exhibit A

Whereas, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Charter Township of Ypsilanti Board of Trustees has the authority to establish Industrial Development Districts within the Charter Township of Ypsilanti; and

Whereas, on April 13, 2016 Attorney Paul F. Bohn on behalf of Sensitile Systems LLC located at 1735 Holmes Road, petitioned the Charter Township of Ypsilanti Board of Trustees to establish an Industrial Development District on property located in the Charter Township of Ypsilanti hereinafter described on ***Exhibit A***, a copy of which is attached hereto and incorporated by reference; and

Whereas, no construction, acquisition, alteration, or installation of a proposed facility has commenced at the time of filing of the request to establish this district; and

Whereas, written notice has been given by mail to all owners of real property located within the district, and to the public by the Township Clerk's Office in accordance with the statutory requirements for notification and posting of public hearings in Ypsilanti Township; and

Whereas, on June 21, 2016 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District as listed on ***Exhibit A*** as well as residents and taxpayers of the Charter Township of Ypsilanti were afforded an opportunity to be heard thereon; and

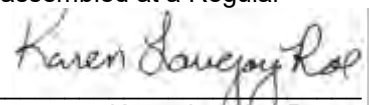
Whereas, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

Now Therefore,

Be it resolved, by the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti that the following described parcels of land situated in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

See Exhibit A, attached hereto and incorporated by reference be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Industrial Development District No. 16-277.

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. 2016-18 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2016.



Karen Lovejoy Roe
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #9**

June, 21, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$3,692.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours 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	\$3,254.00
		Net Revenues	<u><u>\$3,254.00</u></u>

Expenditures:	Salaries pay out -PTO	101-253-000-708.004	\$3,022.00
	FICA	101-253-000-715.000	\$232.00
		Net Expenditures	<u><u>\$3,254.00</u></u>

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$438.00
		Net Revenues	<u><u>\$438.00</u></u>

Expenditures:	Salaries pay out -PTO	101-371-000-708.004	\$407.00
	FICA	101-371-000-715.000	\$31.00
		Net Expenditures	<u><u>\$438.00</u></u>

Approve line item budget transfer between cost center 780 Storm water Management Department and 956 Other Functions Department in order to increase Storm water professional services for Huron Water Shed service and OHM water permit assistance and decrease Other Functions Consultant budgeted lines.

Expenditure: Increase	Professional Services	101-780-000-801.000	\$3,000.00
		Net Revenues	<u><u>\$3,000.00</u></u>

Expenditures: Decrease	Consultant - Community Development	101-956-000-817.371	(\$3,000.00)
		Net Expenditures	<u><u>\$0.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #9**

June, 21, 2016

206 - FIRE FUND

Total Increase \$10,000.00

Increase budget revenue for funds received for selling old fire truck for \$10,000 and increase budget expenditure to replenish Fuel & Oil (funds were moved via line transfer into truck maintained) and into truck maintenance #1. This is funded from the sale of a fixed asset.

Revenues:	Sale of Fixed Assets-Equip	206-000-000-673.002	\$10,000.00
		Net Revenues	<u><u>\$10,000.00</u></u>
Expenditures:	Truck Maintenance Station #1	206-206-000-863.001	\$4,000.00
	Gas & Oil	206-206-000-867.000	\$6,000.00
		Net Expenditures	<u><u>\$10,000.00</u></u>

206 FIRE FUND - BUDGET LINE TRANSFER REQUEST BETWEEN COST CENTERS

A decrease line budget transfer request for fire fighters Permanent wages which has an overage in budget due to the unexpected retirement of 2 individuals and hiring of new fire fighters at a starting rates.

Expenditures: DECREASE	Salary - Permanent Wages	206-206-000-706.000	(\$98,000.00)
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An increase line budget transfer request for legal services preformed for the Civil Service Commission.

Expenditures: INCREASE	Professional Services	206-220-000-801.000	\$45,000.00
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An increase line budget transfer request for 5 sets of protective clothing @ \$3,000 each including boots, helmets, etc. This is for 4 new hires and 1 new lieutenant.

Expenditures: INCREASE	Protective Equipment	206-970-000-979.001	\$15,000.00
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An increase line budget transfer request for the 10% contribution match for the AFG Region Grant for 29 SCBA Harnesses & Air Tanks.

Expenditures: INCREASE	Cap Outlay - Fire Equip FED Grant	206-970-000-979.005	\$18,000.00
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An increase line budget transfer request for the estimated amount of HVAC units (2) replacements at Ford Blvd location; Furnace & A/C units. This will be brought to the Board to request going out for bids to purchase.

Expenditures: INCREASE	Cap Outlay - Improvement	206-970-000-971.008	\$20,000.00
		Net Expenditures	<u><u>\$0.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #9**

June, 21, 2016

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$438.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$438.00
		Net Revenues	<u><u>\$438.00</u></u>
Expenditures:	Salaries pay out -PTO	248-248-000-708.004	\$407.00
	FICA	248-248-000-715.000	\$31.00
		Net Expenditures	<u><u>\$438.00</u></u>

249 - BUILDING DEPARTMENT FUND

Total Increase \$876.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$876.00
		Net Revenues	<u><u>\$876.00</u></u>
Expenditures:	Salaries pay out -PTO	249-249-000-708.004	\$813.00
	FICA	249-249-000-715.000	\$63.00
		Net Expenditures	<u><u>\$876.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,752.00

Increase budget for PTO payout request over the budgeted 32 hours, 148 hours to be paid at 75%. This individual's salary is split into different funds based on the following percentages; 12.5% into Fund 101-371, 12.5% into Fund 248, 25% into Fund 249, 25% into Fund and Department 266-301, 25% into Fund and department 266-304. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,752.00
		Net Revenues	<u><u>\$1,752.00</u></u>
Expenditures:	Salaries pay out -PTO	266-301-000-708.004	\$813.00
	FICA	266-301-000-715.000	\$63.00
	Salaries pay out -PTO	266-304-000-708.004	\$813.00
	FICA	266-304-000-715.000	\$63.00
		Net Expenditures	<u><u>\$1,752.00</u></u>

Motion to Amend the 2016 Budget (#9):

Move to increase the General Fund budget by \$3,692 to \$8,672,169 and approve the department line item changes as outlined.

Move to increase the Fire Fund by \$10,000 to \$5,261,478 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund by \$438 to \$230,217 and approve the department line item changes as outlined.

Move to increase the Building Fund by \$876 to \$458,352 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund by \$1,752 to \$6,811,931 and approve the department line item changes as outlined.

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.

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED 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.

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 approval of the first reading of Proposed Ordinance No. 2016-463 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 21, 2016. The second reading is scheduled to be heard on July 19, 2016.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

RESOLUTION 2016-19

*Resolution Accepting Ownership and Maintenance Responsibility
for Wayfinding Signs Installed by
Washtenaw County Convention and Visitors Bureau*

Whereas, Township Board of the Charter Township of Ypsilanti recognizes that wayfinding signs increase tourism by providing visual clues to help visitors find community destinations and recreational areas, that the signs will increase private investment in the Township by conveying a sense of prosperity, influencing people's decisions to live and work in the Township, and that the signs will help our local businesses increase sales by helping visitors find retail districts and parking; and

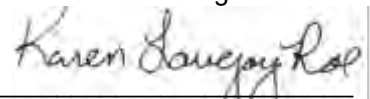
Whereas, the Washtenaw County Convention and Visitors Bureau (WCCVB) is entering into a contract with a qualified bidder to provide and install wayfinding signs in the Township at the WCCVB's expense; and

Whereas, the WCCVB has requested that the Township take ownership and maintenance responsibility for the wayfinding signs upon installation;

Now therefore be it resolved, that the Township shall accept title to, and maintenance responsibility for, the wayfinding signs installed within its jurisdictional limits by the Washtenaw County Convention and Visitors Bureau;

Be it further resolved, that the Clerk is authorized to send a letter to WCCVB confirming the Township's agreement to accept ownership and maintenance responsibility for the wayfinding signs installed in the Township, and to sign and accept delivery of documents on behalf of the Township that are necessary to transfer ownership of the wayfinding signs to the Township, all in a form approved by the Township Attorney.

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. 2016-19 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2016.



Karen Lovejoy Roe

Charter Township of Ypsilanti

RESOLUTION NO. 2016-20

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Hunter Avenue from Pageant Avenue to Laurel Avenue on Saturday, August 20, 2016, from 1:00pm. to 9:00pm. for the "Holmes Rd. Neighborhood Block Party"

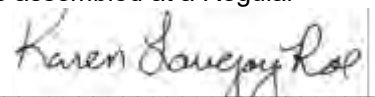
WHEREAS, the Township of Ypsilanti has approved the temporary closure of Hunter Avenue from Pageant Avenue to Laurel Avenue as indicated; and

Whereas, the certificate of insurance is in the name of Habitat for Humanity issued by the Lockton Affinity, LLC and paid for by the Washtenaw County Sheriff's Department; and

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-21
APPROVING AMENDED AND RESTATED CONTRACT
AND AUTHORIZING REVISED NOTICE
(Tyler Pond Trestle Replacement
Not to Exceed \$4,000,000)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Local Unit”), held on the 21st day of June, 2016, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: Brenda L. Stumbo, Karen Lovejoy Roe, Larry Doe, Stan Eldridge, Scott Martin, Mike Martin

ABSENT: Members: Jean Hall Currie

The following preamble and resolutions were offered by Member Karen Lovejoy Roe and supported by Member Larry Doe:

WHEREAS, on April 21, 2015, the Governing Body adopted a Resolution Approving Contract and Authorizing Notice (the “April Resolution”), approving an SRF Contract (the “Contract”) between the Local Unit and the Ypsilanti Community Utilities Authority (the “Authority”) providing for the Authority to issue its bonds (the “Bonds”) on behalf of the Local Unit to provide for the financing of the Local Unit’s share of the cost of the acquisition, construction and installation of certain wastewater system improvements, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit (the “Improvements”); and

WHEREAS, the April Resolution further authorized the publication of a Notice of Intent to Execute Tax-Supported Contract and of Right to Petition for Referendum Thereon, which provided that the Authority would issue the Bonds in an amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) to finance the cost of the Improvements; and

WHEREAS, the Governing Body has been advised that the estimated cost of the Improvements has increased; and

WHEREAS, an Amended and Restated SRF Contract (the “Amended and Restated Contract”) has been prepared to reflect the revised cost of the Improvements; and

WHEREAS, it is necessary to approve the Amended and Restated Contract and publish a revised notice to increase the amount of Bonds to be issued to finance the Improvements.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES: Members: Brenda L. Stumbo, Karen Lovejoy Roe, Larry Doe, Stan Eldridge, Scott Martin, Mike Martin

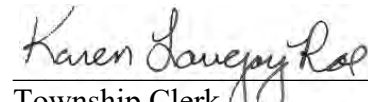
NAYS: Members: None

RESOLUTION DECLARED ADOPTED.



Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on June 21, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Township Clerk

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

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of an amended and restated contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain wastewater system improvements, consisting of the construction of a new bridge over Tyler Pond to replace two existing timber trestles that carry gravity sewers and force main pipes, to serve the Local Unit (the "Improvements"), and will issue its bonds in the principal amount not to exceed \$4,000,000 to finance the cost of the acquisition and construction of such Improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS. On April 23, 2015, the Local Unit published a notice of its intent to execute a contract with the Ypsilanti Community Utilities Authority providing for the Authority to issue its bonds in a principal amount not to exceed \$1,800,000 to finance the cost of the Improvements. This notice is being published to revise the maximum amount of bonds to be issued for the Improvements.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$4,000,000, will mature serially over a period of not to exceed twenty-five (25) years from the date of issuance of the bonds, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.50%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

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RESOLUTION 2016-22
APPROVING CONTRACT
AND AUTHORIZING NOTICE
Improvements to Effluent Pump Station
(Not to Exceed \$2,250,000)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Township”), held on the 21st day of June, 2016, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: Brenda L. Stumbo, Karen Lovejoy Roe, Larry Doe, Stan Eldridge,
Mike Martin, Scott Martin

ABSENT: Members: Jean Hall Currie

The following preamble and resolutions were offered by Member Karen Lovejoy Roe and supported by Member Larry Doe:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of improvements to the effluent pump station, together with all necessary appurtenances and attachments thereto (the “Project”), to serve the Township and the City of Ypsilanti (the “City”); and

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

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

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

AYES: Members: Brenda L. Stumbo, Karen Lovejoy Roe, Larry Doe, Stan Eldridge,
Mike Martin, Scott Martin

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

Karen Louejoy Ras

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on June 21, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Karen Louejoy Ras

Township Clerk

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

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of improvements to the effluent pump station, together with all necessary appurtenances and attachments thereto to service the Township and the City and will issue its bonds in the principal amount not to exceed \$2,250,000 to finance the cost of the acquisition and construction of such wastewater system improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$2,250,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 77.81%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk, Charter Township of Ypsilanti

RESOLUTION 2016-23

Authorizing the Charter Township of Ypsilanti to Exercise its “First Right of Refusal” and to Purchase from Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit Under the Authority of the General Property Tax Act the Real Properties Described Herein Located In Ypsilanti Township, Michigan

WHEREAS, on or about **May 29, 2016** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The “**List of Tax Foreclosed Properties**” for **2016** last revised on **June 3, 2016** (See Exhibit 1) was received by Ypsilanti Township Clerk **Karen Lovejoy Roe** from Washtenaw County Treasurer McClary which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

1. **1556 Harry St**
Parcel No.: **K-11-14-308-004**
Minimum Bid: **\$16,242.00**
Legal Description:
YP #110J-12 LOT 736 WESTWILLOW UNIT 10.

2. **2677 Brooklyn Dr**
Parcel No.: **K-11-24-215-048**
Minimum Bid: **\$15,299.00**
Legal Description:
BLDG 14 UNIT 48 RIVERGROVE VILLAGE CONDOMINIUMS.

3. **1367 Hunter Ave**
Parcel No.: **K-11-03-178-030**
Minimum Bid: **\$13,176.00**
Legal Description:
YP# 134-87 NWLY 31.97 FT OF LOT 293 & SELY 18.03 FT OF LOT 294 WASHTENAW CONCOURSE NO. 3.

4. **2170 Woodale Ave**
Parcel No.: **K-11-24-211-012**
Minimum Bid: **\$10,081.00**

Legal Description:
YP# 69-795 LOT 1092 HURON DAN SUBDIVISION.

5. 793 N Ford Blvd

Parcel No.: K-11-02-326-030

Minimum Bid: **\$9,310.00**

Legal Description:

YP# 58-201 LOT 201 EAST PARK SUBDIVISION.

6. 1324 Wendell Ave

Parcel No.: K-11-03-178-001

Minimum Bid: **\$8,997.00**

Legal Description:

YP# 134-89 LOT 295 WASHTENAW CONCOURSE NO. 3.

7. 397 Elder St

Parcel No.: K-11-39-321-011

Minimum Bid: **\$7,689.00**

Legal Description:

YP# 62-47 LOTS 47 & 48 FIRWOOD HILLS SUBDIVISION

8. 1676 Holmes Ave

Parcel No.: K-11-02-305-002

Minimum Bid: **\$20,457.00**

Legal Description:

YP#76-248A LOT 248 AND W 30 FT OF LOT 249 LAY GARDEN SUB.

9. 1976 Mary Catherine St

Parcel No.: K-11-14-212-006

Minimum Bid: **\$14,050.00**

Legal Description:

YP#110D-21 LOT 480 WESTWILLOW UNIT FIVE.

10. 830 Calder Ave

Parcel No.: K-11-11-384-020

Minimum Bid: **\$9,291.00**

Legal Description:

YP# 89-259 LOT 366 SOUTH DEVONSHIRE SUBDIVISION NO. 1.

WHEREAS, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled "**City of Bay City vs Bay County Treasurer**" held that under the GPTA that ". . . **the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff's council.** Furthermore, because **MCL 211.78(m)(1)** creates a mandatory legal duty on Defendant's part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not

empower a county treasurer . . . to make an independent determination as to a municipality's professed 'public' purpose" a

copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

WHEREAS, from 2007 through 2015 Ypsilanti Township has seen over 3,000 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township's population is only fifteen (15%) of the County's total population; and

WHEREAS, this unprecedented record number of foreclosures in Ypsilanti Township resulted in a significant loss of tax revenue to the Township while also having a direct and negative effect upon the residential property values Township wide; and

WHEREAS, this record number of foreclosures in the Township destabilized a number of residential streets located within the Township's residential subdivisions and greatly contributed to a number of residential neighborhoods becoming predominantly rental properties which further contributed to the destabilization of residential properties; and

WHEREAS, the Charter Township of Ypsilanti in an effort to stabilize the Township's existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating residential properties located in the Township for homeowner occupancy which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

WHEREAS, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation

and resale to homeowners which further promotes the Township's Board stated policy of neighborhood stabilization; and

WHEREAS, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the above listed properties constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties; and

WHEREAS, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for all of the above listed properties total **\$124,592.00**;

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

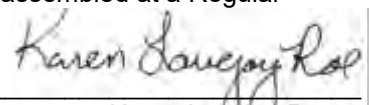
1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **"Public Purpose"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring

residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed properties under the Township's "**First Right of Refusal**" for the minimum bid of each property which totals **\$124,592.00**.

3. That the Township authorizes the payment of **\$124,592.00** for the purpose of acquiring the above listed properties pursuant to the Township's "**First Right of Refusal**" for the "**Public Purpose**" as defined herein.

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. 2016-23 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 21, 2016.



Karen Lovejoy Roe
Charter Township of Ypsilanti

RESOLUTION 2016-24

APPLICATION FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT

TYLER ROAD DRAIN

At a Regular meeting of the Ypsilanti Charter Township Board, held in Washtenaw County, State of Michigan on the 21st day of June, 2016, at 7:00p.m.

PRESENT: Brenda L. Stumbo, Karen Lovejoy Roe, Larry Doe, Stan Eldridge, Mike Martin, Scott Martin

ABSENT: Jean Hall Currie

The following resolution was offered by Karen Lovejoy Roe and seconded by Larry Doe.

WHEREAS, the Township requests the laying out and designating of a county drain drainage district, located in Washtenaw County, pursuant to the Chapter 3 of Public Act 40 of 1956, as amended; and

WHEREAS, the Township has determined that the laying out and designating of the proposed drainage district is necessary for the public health in the Township; and

WHEREAS, the Township will be liable for an assessment at large against it for a percentage of the cost of the proposed drain.


NOW, THEREFORE BE IT RESOLVED THAT, the Township Board does authorize the filing of an application with the Washtenaw County Water Resources Commissioner for the laying out and designating of a drainage district.

BE IT FURTHER RESOLVED THAT the Supervisor is authorized to execute the application for the laying out and designating of a drainage district.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Washtenaw County Water Resources Commissioner a copy of this Resolution for the application for laying out and designating a drainage district.

YPSILANTI CHARTER TOWNSHIP

Dated: June 22, 2016



By: Brenda Stumbo
Its: Supervisor

Yeas: Stumbo, Lovejoy Roe, Doe, Eldridge, M. Martin, S. Martin


Nays: None

Abstain:

Absent: Hall Currie

Resolution No. 2016-24

I, the undersigned, being duly qualified and acting Clerk of Ypsilanti Charter Township, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board for the Charter Township of Ypsilanti at a regular meeting held on the 21st day of June, 2016, and that notice of said meeting was given in accordance with the Open Meetings Act.



Karen Lovejoy-Roe, Clerk
Charter Township of Ypsilanti

June 22, 2016

Date

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

THIS AGREEMENT, made and entered into this 22nd day of June, 2016 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install one (1) additional speed hump on Crestwood Avenue (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$7,508.00.

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

AGREEMENT SUMMARY

Estimated Cost

Installation of one speed hump on Crestwood Avenue \$7,508.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo Lisa A. Harrell Witness
Brenda L. Stumbo, Supervisor June 22, 2016

Karen Lovejoy Rod Lisa A. Harrell Witness
Karen Lovejoy Rod, Clerk June 22, 2016

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

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



Charter Township of Ypsilanti

**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

STATEMENTS AND CHECKS

JULY 5, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$ 151,817.35

HAND CHECKS - \$ 211,080.07

GRAND TOTAL - **\$ 362,897.42**

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
07/05/2016	AP	172340	2937	A & R TOTAL CONSTRUCTION, INC.	1,677.46
07/05/2016	AP	172341	0001	A.F. SMITH ELECTRIC	581.24
07/05/2016	AP	172342	15493	ADAM KURTINAITIS	875.00
07/05/2016	AP	172343	ADMIN ARS	ADMIN ARSENAL INC	450.00
07/05/2016	AP	172344	ALLSHRED	ALLSHRED SERVICES	499.00
07/05/2016	AP	172345	0017	ANN ARBOR CLEANING SUPPLY	510.60
07/05/2016	AP	172346	0022	ANN ARBOR WELDING SUPPLY CO	163.17
07/05/2016	AP	172347	A. COFIELD	ANN COFIELD	65.00
07/05/2016	AP	172348	0215	AUTO VALUE YPSILANTI	374.12
07/05/2016	AP	172349	6397	BARR ENGINEERING COMPANY	1,757.50
07/05/2016	AP	172350	B. UDEH	BASIL UDEH	69.00
07/05/2016	AP	172351	B. ELLISON	BRENDA ELLISON	100.00
07/05/2016	AP	172352	C. DRUMMER	CALEB DRUMMER	12.00
07/05/2016	AP	172353	C. HALE	CALEB HALE	80.00
07/05/2016	AP	172354	CANNON	CANNON TRUCK EQUIPMENT	71.50
07/05/2016	AP	172355	C. DESGRAN	CHANDLER DESGRANGES	20.00
07/05/2016	AP	172356	16284	CHARTER TOWNSHIP OF YPSILANTI	85.00
07/05/2016	AP	172357	2276	CINCINNATI TIME SYSTEMS	752.30
07/05/2016	AP	172358	15452	COLD CUT KRUISE	73.80
07/05/2016	AP	172359	1312	COMPLETE BATTERY SOURCE	695.11
07/05/2016	AP	172360	CSP	COMPUTER SECURITY PRODUCTS, INC.	59.24
07/05/2016	AP	172361	0582	CONGDON'S	286.37
07/05/2016	AP	172362	CONTI	CONTI	1,190.00
07/05/2016	AP	172363	11232	CYNTHIA PHILLIPS HAGELIN	200.00
07/05/2016	AP	172364	D. KIMBALL	DAN KIMBALL	666.12
07/05/2016	AP	172365	DAWN FARM	DAWN FARM	100.00
07/05/2016	AP	172366	D. WILSON	DONALD WILSON	100.00
07/05/2016	AP	172367	E SOURCE	ELECTION SOURCE	70.30
07/05/2016	AP	172368	2913	EMERGENCY VEHICLE SERVICES	47.00
07/05/2016	AP	172369	15897	GARY STAFFORD	60.00
07/05/2016	AP	172370	1233	GORDON FOOD SERVICE INC.	692.10
07/05/2016	AP	172371	0107	GRAINGER	350.82
07/05/2016	AP	172372	6414	GRIFFIN PEST SOLUTIONS	62.00
07/05/2016	AP	172373	16170	HEIKK'S DECORATED APPAREL	122.00
07/05/2016	AP	172374	0503	HOME DEPOT	162.06
07/05/2016	AP	172375	0473	HURON RIVER WATERSHED COUNCIL	2,347.93
07/05/2016	AP	172376	15167	HURON VALLEY CABLING & CONSULTING	543.70
07/05/2016	AP	172377	4711	ISRAEL INVESTIGATIONS	1,125.00
07/05/2016	AP	172378	J. MESCADO	JEZRELL MESCADO	24.00
07/05/2016	AP	172379	16408	JTW PIPES LLC	2,070.00
07/05/2016	AP	172380	K. MONTRES	KEITH MONTRESOR	1,540.00
07/05/2016	AP	172381	K. FERRELL	KENNETH FERRELL	60.00
07/05/2016	AP	172382	16358	LANSING SANITARY SUPPLY, INC	133.53
07/05/2016	AP	172383	LCI	LEO'S CONEY ISLAND	89.70
07/05/2016	AP	172384	LIGHT UP	LIGHT UP DISTRIBUTION, INC	23.35
07/05/2016	AP	172385	6550	LOOKING GOOD LAWN	7,304.00
07/05/2016	AP	172386	6467	LOWE'S	67.88
07/05/2016	AP	172387	6507	LOWER HURON SUPPLY	94.60
07/05/2016	AP	172388	M. DRUMMER	MARCUS DRUMMER	45.00
07/05/2016	AP	172389	0158	MARK HAMILTON	1,500.00
07/05/2016	AP	172390	0253	MCLAIN AND WINTERS	9,775.00
07/05/2016	AP	172391	MENARD	MENARD, INC.	72.40
07/05/2016	AP	172392	MI-GMIS	MI-GMIS	100.00
07/05/2016	AP	172393	M. SMITH	MICHAEL SMITH	108.00
07/05/2016	AP	172394	16165	MICHIGAN ABILITY PARTNERS	3,718.50
07/05/2016	AP	172395	1485	MICHIGAN CAT	2,668.33
07/05/2016	AP	172396	0075	MICHIGAN DISTRICT JUDGES ASSOC	200.00
07/05/2016	AP	172397	16461	MICHIGAN LINEN SERVICE, INC.	680.67
07/05/2016	AP	172398	15455	MIKE MARTIN	110.00
07/05/2016	AP	172399	16407	MLIVE MEDIA GROUP	641.13
07/05/2016	AP	172400	NORTH EAST	NORTH EASTERN UNIFORMS & EQUIPMENT	898.00
07/05/2016	AP	172401	16085	NORTH END ELECTRIC CO.	1,195.40
07/05/2016	AP	172402	6278	O'BRYANS LOCK & KEY*	20.00
07/05/2016	AP	172403	2997	OFFICE EXPRESS	385.03
07/05/2016	AP	172404	0309	ORCHARD, HILTZ & MCCLIMENT INC	12,166.13
07/05/2016	AP	172405	0913	PARKWAY SERVICES, INC.	350.00
07/05/2016	AP	172406	PERFORM	PERFORMANCE FIBERGLASS	69.00
07/05/2016	AP	172407	P. POWER	PETER POWER	1,505.00
07/05/2016	AP	172408	0327	PINTER'S FLOWERLAND, INC.	109.85
07/05/2016	AP	172409	6506	PM TECHNOLOGIES, LLC	350.00
07/05/2016	AP	172410	0722	PRINTING SYSTEMS	1,260.21
07/05/2016	AP	172411	1637	RESIDEX, LLC	5,368.08
07/05/2016	AP	172412	6308	RKA PETROLEUM	4,299.27
07/05/2016	AP	172413	6579	ROBERTSON MORRISON, INC.	580.00
07/05/2016	AP	172414	4313	RON WHITTENBERG	70.00
07/05/2016	AP	172415	0634	SAM'S CLUB DIRECT	82.30
07/05/2016	AP	172416	0376	SCHOOLCRAFT COLLEGE	190.00
07/05/2016	AP	172417	6288	SIGNS BY TOMORROW	1,035.00

A/P Checks

Check Date	Bank	Check	Vendor	Vendor Name	Amount
07/05/2016	AP	172418	SITEONE	SITEONE LANDSCAPE SUPPLY, LLC	590.78
07/05/2016	AP	172419	15751	SOUTHERN COMPUTER WAREHOUSE	158.72
07/05/2016	AP	172420	1507	SPARTAN DISTRIBUTORS	2,058.15
07/05/2016	AP	172421	1338	STADIUM TROPHY	40.00
07/05/2016	AP	172422	3022	STANDARD PRINTING	535.97
07/05/2016	AP	172423	STANTEC	STANTEC	2,000.00
07/05/2016	AP	172424	6629	START SMART SPORTS DEVELOPMENT	74.16
07/05/2016	AP	172425	0910	SUPERIOR TOWNSHIP UTILITY DEPT	48.45
07/05/2016	AP	172426	TERMINX	TERMINX PROCESSING CENTER	50.00
07/05/2016	AP	172427	6974	TERRY CONDIT	108.00
07/05/2016	AP	172428	T. MORGAN	TIFFANY MORGAN	100.00
07/05/2016	AP	172429	15941	TODD BARBER	3,150.00
07/05/2016	AP	172430	6376	TRACTOR SUPPLY COMPANY	439.92
07/05/2016	AP	172431	2943	TRI COUNTY INTERNATIONAL	1,719.30
07/05/2016	AP	172432	6627	VICTORY LANE	34.39
07/05/2016	AP	172433	6171	WASHTENAW COUNTY HAZMAT AUTHORITY	1,000.00
07/05/2016	AP	172434	0444	WASHTENAW COUNTY TREASURER#	30,401.98
07/05/2016	AP	172435	0444	WASHTENAW COUNTY TREASURER#	28,215.00
07/05/2016	AP	172436	16368	WEINGARTZ	1,060.97
07/05/2016	AP	172437	4263	WOLVERINE FREIGHTLINER	1,881.92
07/05/2016	AP	172438	6417	YPSILANTI TOWNSHIP PETTY CASH	93.84

AP TOTALS:

Total of 99 Checks:	151,817.35
Less 0 Void Checks:	0.00
Total of 99 Disbursements:	<u>151,817.35</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/16/2016	AP	172313	6821	AT & T	3,744.34
06/16/2016	AP	172314	0363	COMCAST CABLE	98.07
06/16/2016	AP	172315	0363	COMCAST CABLE	266.50
06/16/2016	AP	172316	0118	DTE ENERGY	14,977.50
06/16/2016	AP	172317	1475	VERIZON WIRELESS	1,362.29
06/16/2016	AP	172318	1475	VERIZON WIRELESS	721.14
06/16/2016	AP	172319	1475	VERIZON WIRELESS	60.12
06/16/2016	AP	172320	0480	YPSILANTI COMMUNITY	2,405.55
06/20/2016	AP	172321	3 & UP	3 & UP BOARD GAMES	144.00
06/20/2016	AP	172322	0363	COMCAST CABLE	4,461.00
06/20/2016	AP	172323	6395	UNITED STATES TREASURY	337.44
06/20/2016	AP	172324	15934	WASTE MANAGEMENT	3,968.22
06/20/2016	AP	172325	15934	WASTE MANAGEMENT	662.89
06/20/2016	AP	172326	15934	WASTE MANAGEMENT	222.00
06/20/2016	AP	172327	15934	WASTE MANAGEMENT	738.33
06/20/2016	AP	172328	15934	WASTE MANAGEMENT	30,437.64
06/20/2016	AP	172329	15934	WASTE MANAGEMENT	28,413.45
06/20/2016	AP	172330	15934	WASTE MANAGEMENT	767.96
06/20/2016	AP	172331	15934	WASTE MANAGEMENT	106,383.96
06/20/2016	AP	172332	15934	WASTE MANAGEMENT	345.42
06/20/2016	AP	172333	15934	WASTE MANAGEMENT	342.17
06/20/2016	AP	172334	15934	WASTE MANAGEMENT	230.18
06/20/2016	AP	172335	6417	YPSILANTI TOWNSHIP PETTY CASH	300.00
06/21/2016	AP	172336	HNV	HOME OF NEW VISION	7,801.17
06/23/2016	AP	172337	0363	COMCAST CABLE	128.73
06/23/2016	AP	172338	15423	MESSENGER PRINTING	1,239.15
06/23/2016	AP	172339	16486	PAETEC	520.85

Hand Checks

AP TOTALS:

Total of 27 Checks:	211,080.07
Less 0 Void Checks:	0.00
Total of 27 Disbursements:	<u>211,080.07</u>

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



**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

JULY 19, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 1,260,731.85
HAND CHECKS -	<u>\$ 269,401.71</u>
GRAND TOTAL -	\$ 1,530,133.56

Choice Health Care Deductible – JUNE 2016

ACH EFT -	\$ 42,000.85
ADMIN FEE -	\$ 1,200.00 (MAY)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
06/29/2016	AP	172439	0188	SKATIN' STATION II	90.00
06/29/2016	AP	172440	5049	BLUE CROSS BLUE SHIELD OF MI	133,156.13
06/29/2016	AP	172441	BCBS	BLUE CROSS BLUE SHIELD OF MI	32,994.04
06/29/2016	AP	172442	16509	CLEAR RATE COMMUNICATIONS, INC	1,099.25
06/29/2016	AP	172443	COMCAST B	COMCAST BUSINESS	825.00
06/29/2016	AP	172444	0363	COMCAST CABLE	144.85
06/29/2016	AP	172445	DAWN FARM	DAWN FARM	1,391.10
06/29/2016	AP	172446	2002	DELTA DENTAL PLAN OF MICHIGAN	12,994.91
06/29/2016	AP	172447	0119	DTE ENERGY**	76,382.39
06/29/2016	AP	172448	16486	PAETEC	8.76
06/29/2016	AP	172449	6263	STANDARD INSURANCE COMPANY	4,125.52
06/29/2016	AP	172450	VSP	VISION SERVICE PLAN	2,404.08
06/30/2016	AP	172451	6821	AT & T	92.10
06/30/2016	AP	172452	6821	AT & T	29.27
06/30/2016	AP	172453	0363	COMCAST CABLE	161.04
06/30/2016	AP	172454	6215	UNITED STATES POSTMASTER	308.59
06/30/2016	AP	172455	1475	VERIZON WIRELESS	101.24
07/05/2016	AP	172456	1608	NATIONAL PEN CORPORATION	387.22
07/05/2016	AP	172457	16397	OVERNIGHT PET TAGS	1,050.00
07/05/2016	AP	172458	1387	NATIONAL PEN COMPANY	387.22
07/05/2016	AP	172459	C.MITCHELL	CYNTHIA MITCHELL	200.00
07/06/2016	AP	172460	6396	ARBOR INSPECTION SERVICES	395.00
07/07/2016	AP	172461	C. HALE	CALEB HALE	160.00
07/08/2016	AP	172462	A. ALSTON	AMNESTY ALSTON	14.00
07/08/2016	AP	172463	16463	ANDRE HUFF	45.00
07/08/2016	AP	172464	A. KOLB	ANDREW KOLB	14.00
07/08/2016	AP	172465	A. JIVIDEN	ANGELA JIVIDEN	14.00
07/08/2016	AP	172466	C. SEVERSO	CARRIE SEVERSON	55.50
07/08/2016	AP	172467	13420	CHARLES BROWN	14.00
07/08/2016	AP	172468	C. BELLERS	COLLEEN BELLERS	14.00
07/08/2016	AP	172469	D. WILD	DANNY WILD	14.00
07/08/2016	AP	172470	D. KALEDAS	DAVID KALEDAS	14.00
07/08/2016	AP	172471	D. SWANSON	DEBRA SWANSON	14.00
07/08/2016	AP	172472	H. MALTBY	HOLLY MALTBY	14.00
07/08/2016	AP	172473	J. SPENCE	JACK SPENCE	14.00
07/08/2016	AP	172474	J. NILES	JAYDEE NILES	14.00
07/08/2016	AP	172475	J. BALTIC	JOHN BALTIC	14.00
07/08/2016	AP	172476	K. KRAUSE	KARL KRAUSE	14.00
07/08/2016	AP	172477	K. BOYETTE	KELLY BOYETTE	14.00
07/08/2016	AP	172478	K. FERELL	KENNETH FERRELL JR.	24.00
07/08/2016	AP	172479	12783	KENNETH NEY	14.00
07/08/2016	AP	172480	L. HALL	LEE HALL	14.00
07/08/2016	AP	172481	L. HILLEB	LESLIE HILLEBRAND	14.00
07/08/2016	AP	172482	L. CROUSE	LISA CROUSE	14.00
07/08/2016	AP	172483	L. METTY	LYDIA METTY	14.00
07/08/2016	AP	172484	M. GROAT	MARY GROAT	10.00
07/08/2016	AP	172485	M. QUAO	MARY-JOYCE QUAO-TENDEKU	14.00
07/08/2016	AP	172486	M. RYE	MEGHAN RYE	14.00
07/08/2016	AP	172487	P. REISER	PATRICIA REISER	14.00
07/08/2016	AP	172488	R. WENCEL	RANDOLF WENCEL	35.50
07/08/2016	AP	172489	R. FERRETT	ROCHELLE FERRETT	14.00
07/08/2016	AP	172490	S. OPFERMA	SCOTT OPFERMANN	14.00
07/08/2016	AP	172491	S. MACKAY	SHAWN MACKAY	8.00

Hand checks

AP TOTALS:

Total of 53 Checks:	269,401.71
Less 1 Void Checks:	387.22
Total of 52 Disbursements:	<u>269,014.49</u>

A/P Checks

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
07/19/2016	AP	172492	4ALL	4ALLPROMOS / K-READ	440.08
07/19/2016	AP	172493	2937	A & R TOTAL CONSTRUCTION, INC.	707.09
07/19/2016	AP	172494	AAATA	AAATA	30.69
07/19/2016	AP	172495	AAATA	AAATA	538.98
07/19/2016	AP	172496	0468	ACUSHNET COMPANY	2,028.83
07/19/2016	AP	172497	15493	ADAM KURFINAITIS	1,400.00
07/19/2016	AP	172498	0560	ALLGRAPHICS CORPORATION	63.80
07/19/2016	AP	172499	0017	ANN ARBOR CLEANING SUPPLY	31.43
07/19/2016	AP	172500	0022	ANN ARBOR WELDING SUPPLY CO	208.32
07/19/2016	AP	172501	0215	AUTO VALUE YPSILANTI	51.26
07/19/2016	AP	172502	15524	AUTOMATIC IRRIGATION SUPPLY	364.78
07/19/2016	AP	172503	6885	BACK TO NATURE LAWN CARE	108.25
07/19/2016	AP	172504	6397	BARR ENGINEERING COMPANY	1,630.00
07/19/2016	AP	172505	BARTOS	BARTOS DISTRIBUTING	288.15
07/19/2016	AP	172506	B. UDEH	BASIL UDEH	46.00
07/19/2016	AP	172507	6345	BELLE TIRE	173.47
07/19/2016	AP	172508	6959	BUTZEL LONG	1,172.50
07/19/2016	AP	172509	C. DRUMMER	CALEB DRUMMER	24.00
07/19/2016	AP	172510	C. HALE	CALEB HALE	60.00
07/19/2016	AP	172511	CANZANO	CANZANO CONTRACTING CORPORTATION	3,000.00
07/19/2016	AP	172512	C.LEIDLEIN	CARSON LEIDLIN	24.00
07/19/2016	AP	172513	3460	CDW GOVERNMENT INC	1,200.00
07/19/2016	AP	172514	C. DESGRAN	CHANDLER DESGRANGES	40.00
07/19/2016	AP	172515	CINTAS	CINTAS CORPORATION	35.97
07/19/2016	AP	172516	15452	COLD CUT KRUISE	67.20
07/19/2016	AP	172517	1312	COMPLETE BATTERY SOURCE	21.21
07/19/2016	AP	172518	0582	CONGDON'S	274.22
07/19/2016	AP	172519	COURT INN	COURT INNOVATIONS INC	35.00
07/19/2016	AP	172520	6944	DES MOINES STAMP MFG. CO.	54.25
07/19/2016	AP	172521	DLN	DETROIT LEGAL NEWS	180.00
07/19/2016	AP	172522	D. HICKMAN	DONAL HICKMAN	25.00
07/19/2016	AP	172523	15796	FIRST DUE FIRE SUPPLY	462.00
07/19/2016	AP	172524	0135	FORMS TRAC, ENTERPRISES	1,231.23
07/19/2016	AP	172525	15897	GARY STAFFORD	20.00
07/19/2016	AP	172526	1233	GORDON FOOD SERVICE INC.	888.44
07/19/2016	AP	172527	2829	GOVERNMENTAL BUSINESS SYSTEMS	236.13
07/19/2016	AP	172528	6161	GOVERNMENTAL CONSULTANT	2,850.00
07/19/2016	AP	172529	0107	GRAINGER	611.61
07/19/2016	AP	172530	6021	HENDERSON GLASS	219.39
07/19/2016	AP	172531	6786	HERITAGE-CRYSTAL CLEAN, LLC	149.03
07/19/2016	AP	172532	HVM	HIGH VOLTAGE MAINTENANCE	2,685.00
07/19/2016	AP	172533	0503	HOME DEPOT	229.24
07/19/2016	AP	172534	2902	J & R TRACTOR, LLC	198.47
07/19/2016	AP	172535	15496	J.F. MOORE & ASSOCIATES, LLC	114.00
07/19/2016	AP	172536	JDM	JDM BUILDING COMPANY LLC	3,000.00
07/19/2016	AP	172537	J TILLISON	JENNIFER TILLISON	200.00
07/19/2016	AP	172538	15513	JP MORGAN CHASE BANK, NA	1,600.00
07/19/2016	AP	172539	16408	JTW PIPES LLC	800.00
07/19/2016	AP	172540	6280	KAREN LOVEJOY ROE	98.82
07/19/2016	AP	172541	K. FERELL	KENNETH FERRELL	63.00
07/19/2016	AP	172542	K ROBINSON	KENNETH ROBINSON SR.	120.00
07/19/2016	AP	172543	LLS	LANGUAGE LINE SERVICES	39.09
07/19/2016	AP	172544	LCI	LEO'S CONEY ISLAND	89.70
07/19/2016	AP	172545	6550	LOOKING GOOD LAWN	7,641.00
07/19/2016	AP	172546	16488	LOOPNET INC.	658.20
07/19/2016	AP	172547	6467	LOWE'S	77.44
07/19/2016	AP	172548	LSQ	LSQ FUNDING GROUP, L.C.	63.00
07/19/2016	AP	172549	M. DRUMMER	MARCUS DRUMMER	60.00
07/19/2016	AP	172550	0158	MARK HAMILTON	1,500.00
07/19/2016	AP	172551	M. BENTLEY	MATTHEW BENTLEY	60.00
07/19/2016	AP	172552	0253	MCLAIN AND WINTERS	99,827.77
07/19/2016	AP	172553	16445	MCMASTER-CARR	126.19
07/19/2016	AP	172554	M. BODARY	MICHAEL BODARY	60.00
07/19/2016	AP	172555	M. SMITH	MICHAEL SMITH	108.00
07/19/2016	AP	172556	16461	MICHIGAN LINEN SERVICE, INC.	1,580.87
07/19/2016	AP	172557	7174	MICHIGAN STATE DEPT. OF TREASURY	31,052.80
07/19/2016	AP	172558	N. CAUSLEY	NADIA CAUSLEY	100.00
07/19/2016	AP	172559	2986	NAPA AUTO PARTS*	49.22
07/19/2016	AP	172560	2997	OFFICE EXPRESS	165.18
07/19/2016	AP	172561	0309	ORCHARD, HILTZ & MCCLIMENT INC	7,098.00
07/19/2016	AP	172562	0913	PARKWAY SERVICES, INC.	150.00
07/19/2016	AP	172563	PEPSI	PEPSI BEVERAGES COMPANY	747.96
07/19/2016	AP	172564	P. POWER	PETER POWER	1,540.00
07/19/2016	AP	172565	0327	PINTER'S FLOWERLAND, INC.	631.15
07/19/2016	AP	172566	4246	PLAY ENVIRONMENT'S	1,395.00
07/19/2016	AP	172567	0339	POST, SMYTHE, LUTZ AND ZIEL	28,500.00
07/19/2016	AP	172568	0722	PRINTING SYSTEMS	709.18
07/19/2016	AP	172569	15210	PSYBUS	58.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
07/19/2016	AP	172570	1637	RESIDEX, LLC	3,378.25
07/19/2016	AP	172571	R. HILL	ROCKELL HILL	30.00
07/19/2016	AP	172572	RIG	RUMFORD INDUSTRIAL GROUP, INC.	2,727.00
07/19/2016	AP	172573	SANDHILL	SANDHILL APIARY	600.00
07/19/2016	AP	172574	SGI	SGI HEATING & COOLING	75.00
07/19/2016	AP	172575	SITEONE	SITEONE LANDSCAPE SUPPLY, LLC	580.09
07/19/2016	AP	172576	15751	SOUTHERN COMPUTER WAREHOUSE	588.17
07/19/2016	AP	172577	1507	SPARTAN DISTRIBUTORS	655.12
07/19/2016	AP	172578	3022	STANDARD PRINTING	333.55
07/19/2016	AP	172579	0632	STERICYCLE INC	183.93
07/19/2016	AP	172580	16295	STERN BROTHERS & CO	478.13
07/19/2016	AP	172581	1227	TARGET INFORMATION	105.26
07/19/2016	AP	172582	6974	TERRY CONDIT	108.00
07/19/2016	AP	172583	T. MORGAN	TIFFANY MORGAN	100.00
07/19/2016	AP	172584	15941	TODD BARBER	3,275.00
07/19/2016	AP	172585	6376	TRACTOR SUPPLY COMPANY	439.92
07/19/2016	AP	172586	15131	U.S. BANK, N.A.	250.00
07/19/2016	AP	172587	3082	UNIVERSITY TRANSLATORS	1,002.92
07/19/2016	AP	172588	VTs	VALENTINE TREE SERVICE	2,150.00
07/19/2016	AP	172589	6627	VICTORY LANE	103.17
07/19/2016	AP	172590	16302	W.J. O'NEIL COMPANY	1,084.76
07/19/2016	AP	172591	7035	WASHTENAW COMMUNITY COLLEGE#	126.76
07/19/2016	AP	172592	7035	WASHTENAW COMMUNITY COLLEGE#	2,662.27
07/19/2016	AP	172593	16425	WASHTENAW COUNTY LEGAL NEWS	280.00
07/19/2016	AP	172594	0163	WASHTENAW COUNTY ROAD COMMISSION	204.92
07/19/2016	AP	172595	0163	WASHTENAW COUNTY ROAD COMMISSION	48,397.80
07/19/2016	AP	172596	7005	WASHTENAW COUNTY TREASURER	4,855.31
07/19/2016	AP	172597	7005	WASHTENAW COUNTY TREASURER	492.77
07/19/2016	AP	172598	7005	WASHTENAW COUNTY TREASURER	4,680.00
07/19/2016	AP	172599	0444	WASHTENAW COUNTY TREASURER#	483,186.08
07/19/2016	AP	172600	0444	WASHTENAW COUNTY TREASURER#	464,903.92
07/19/2016	AP	172601	7042	WASHTENAW INTERMEDIATE	174.18
07/19/2016	AP	172602	7042	WASHTENAW INTERMEDIATE	3,060.27
07/19/2016	AP	172603	WASHTENAW	WASHTENAW URGENT CARE	295.00
07/19/2016	AP	172604	16368	WEINGARTZ	97.83
07/19/2016	AP	172605	0480	YPSILANTI COMMUNITY	1,845.60
07/19/2016	AP	172606	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	591.73
07/19/2016	AP	172607	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	10,009.68
07/19/2016	AP	172608	7039	YPSILANTI COMMUNITY SCHOOLS - YP	69.52
07/19/2016	AP	172609	7034	YPSILANTI DISTRICT LIBRARY	131.96
07/19/2016	AP	172610	7034	YPSILANTI DISTRICT LIBRARY	2,146.93
07/19/2016	AP	172611	0729	ZEP MANUFACTURING COMPANY	82.46

A/P checks

AP TOTALS:

Total of 120 Checks:	1,260,731.85
Less 0 Void Checks:	0.00
Total of 120 Disbursements:	<u>1,260,731.85</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
JUNE 1, 2016 THROUGH JUNE 30, 2016

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	3,519,504.93	978,329.03	964,208.02	3,533,625.94
101 - Payroll	130,704.50	1,143,899.36	1,109,238.60	165,365.26
101 - Willow Run Escrow	142,472.10	23.35	0.00	142,495.45
206 - Fire Department	1,247,995.40	2,641,657.65	424,820.14	3,464,832.91
208 - Parks Fund	2,982.66	0.36	1,219.25	1,763.77
212 - Roads/Bike Path/Rec/General Fund	146,179.98	1,133,252.45	209,661.31	1,069,771.12
225 - Environmental Clean-up	407,687.01	59.67	0.00	407,746.68
226 - Environmental Services	2,802,722.03	425,452.62	204,773.48	3,023,401.17
230 - Recreation	89,806.09	325,642.65	168,550.04	246,898.70
236 - 14-B District Court	298,619.05	200,127.85	176,571.07	322,175.83
244 - Economic Development	67,234.49	9.85	0.00	67,244.34
248 - Rental Inspections	150,321.85	98,202.81	18,913.07	229,611.59
249 - Building Department Fund	607,061.98	63,289.22	44,863.36	625,487.84
250 - LDFA Tax	92,259.82	13.51	0.00	92,273.33
252 - Hydro Station Fund	289,004.20	51,498.38	24,893.58	315,609.00
266 - Law Enforcement Fund	1,112,316.34	4,689,952.33	91,594.51	5,710,674.16
280 - State Grants	18,398.79	2.69	0.00	18,401.48
301 - General Obligation	5,170.84	0.75	0.00	5,171.59
397 - Series "B" Cap. Cost of Funds	44,692.39	6.54	0.00	44,698.93
398 - LDFA 2006 Bonds	38,220.05	5.60	0.00	38,225.65
498 - Capital Improvement 2006 Bond Fund	337,570.48	55.34	0.00	337,625.82
584 - Green Oaks Golf Course	173,394.02	146,509.60	156,142.11	163,761.51
590 - Compost Site	975,340.30	29,982.25	33,588.08	971,734.47
595 - Motor Pool	153,312.77	1,198.86	9,512.33	144,999.30
701 - General Tax Collection	85,330.51	4,748.15	0.00	90,078.66
703 - Current Tax Collections	8,403,528.76	851.52	8,351,554.57	52,825.71
707 - Bonds & Escrow/GreenTop	860,312.38	16,348.73	105,891.98	770,769.13
708 - Fire Withholding Bonds	89,376.02	12,014.78	0.00	101,390.80
893 - Nuisance Abatement Fund	49,967.04	27,427.41	1,735.10	75,659.35
ABN AMRO Series "B" Debt Red. Cap.Int.	13,355.80	0.00	0.00	13,355.80
GRAND TOTAL	22,354,842.58	11,990,563.31	12,097,730.60	22,247,675.29

SUPERVISOR REPORT

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

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.

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED 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.

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 approval of the first reading of Proposed Ordinance No. 2016-463 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 21, 2016. The second reading is scheduled to be heard on July 19, 2016.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Re: **Recommendation to approve a new Auto Storage, Dismantling and Processing business license for Franklin Yards, LLC located at 2835 Coolidge Ave contingent upon payment of all delinquent property taxes in the amount of \$9,236.04 (tabled on May 17, 2016)**
Date: July 5, 2016

Franklin Yards, LLC, located at 2835 Coolidge Ave has applied for a new Automotive Storage, Dismantling and Processing business license to purchase, store, dismantle and process heavy automotive vehicles and equipment such as tractor trailers and large commercial trucks.

The property was previously owned by R.T.'s Automotive, Inc. and has been continuously licensed and operated as an automotive salvage yard for many years. The property is properly zoned for this activity as previously determined by the Planning Commission when first licensed by its former owner.

Franklin Yards, LLC has purchased all of the corporate assets of R.T.'s Automotive, Inc. and has purchased the property on a land contract. The ownership transition occurred during the life of an active 2015-2016 township license issued to the former owner. The new owner was allowed to operate under the old company's license asset, and the new owner now seeks a new license to be issued to the new company.

I have confirmed with the Michigan Secretary of State that Franklin Yards, LLC has an active automotive dealer's license (B206269) at 2835 Coolidge Ave and is approved to operate as a Used Automobile Dealer (Class B) and as an Automotive Recycler (Class R). They are properly licensed to conduct their stated business activity.

Applicant Franklin Yards, LLC is controlled by Detroit Holding Corporation. The incorporator of Detroit Holding, Jason Bombrisk, is also the managing member of Franklin Yards. Both companies use the same assumed name of Franklin Truck Salvage. Copies of relevant state filings are enclosed.

Franklin Yards, LLC does not purchase scrap metal from individuals off the street.

CHARTER TOWNSHIP OF YPSILANTI

The property passed code inspection on May 11, 2016 after the new owner invested approximately \$200,000 in physical site improvements since acquiring the business. The application fee and related inspection fees have been paid in full.

The site is comprised of two separate contiguous parcels, both owned by Big Buford Holdings, LLC, which is controlled by the same individual who formerly owned R.T.'s Automotive, Inc. The applicant is buying the properties on a land contract. The 2014 and 2015 property taxes on both parcels are currently delinquent in the total amount of \$9,236.04. The applicant has agreed to pay all delinquent property taxes on behalf of Buford Holdings, LLC upon conditional approval of this business license.

I am recommending approval of this business license contingent upon payment of all delinquent property taxes for the following parcels. The license will be issued and valid once the tax debt has been satisfied.

Parcel ID No.	Address	Balance Due
K-11-13-305-003	0 Woodale Ave	\$2,102.78
K-11-13-305-004	2835 Coolidge Ave	\$7,133.26

Please place this request on the July 19, 2016 Board Meeting agenda for consideration by the Board of Trustees; it was previously tabled for more information at the May 17, 2016 meeting. The application and supporting documentation are enclosed and the applicant will be in attendance to answer any questions.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

AUTOMOTIVE SALVAGE/SCRAP YARD BUSINESS LICENSE APPLICATION

Name of Applicant/Owner: <u>Jason Bombrisk / FRANKLIN YARDS LLC</u>
Mailing Address: <u>2835 Coolidge Ave Ypsilanti MI 48198</u>
Phone #: <u>517-294-1591</u> Fax #: <u>734-547-3206</u> Email Address: <u>Jason6Fts@detroit.com</u>
Name of Business: ^{D.B.A.} <u>Franklin Truck Salvage</u>
Business Contact: <u>Jason Bombrisk</u>
Site Location: <u>2835 Coolidge Ave Ypsilanti MI 48198</u>
Contact #: <u>517-294-1591</u> Fax #: <u>734-547-3206</u>
Type of License Requested
Auto Storage Only: <input type="checkbox"/> Auto Storage & Dismantling: <input checked="" type="checkbox"/> Processing & Storage: <input checked="" type="checkbox"/>
Days and Hours of Operation: <u>9-5 M-F 9-3 Sat</u>
Size of Yard: _____ # of Vehicles on site: <u>100</u> # of Employees: <u>10</u>

[Signature]
Signature of Applicant

4-18-16
Date

Planning Department Approval Date

Date License Approved by Township Board: _____

Date Renewal of License Approved by Township Board: _____

New License - \$ 125: X Renewal - \$125: _____ Annual Inspection - \$50 (per inspection): X

STATE LIC # B206269 issued
5/16/16 - 12/31/16
7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

06/22/2016 10:00 AM

Parcel:	K -11-13-305-004	Current Class:	201.COMMERCIAL
Owner's Name:	BIG BUFORD HOLDING LC	Previous Class:	201.COMMERCIAL
Property Address:	2835 COOLIDGE AVE YPSILANTI, MI 48198	Gov. Unit:	11 YPSILANTI TOWNSHIP
		MAP #	R 265 042 10
		School:	82430 VAN BUREN SCHOOL DISTRICT
		Neighborhood:	00500 COMMERCIAL EAST SIDE - 500
Liber/Page:	4739/121	Created:	//
Split:	//	Active:	Active
Public Impr.:	Paved Road, Standard Utilities		
Topography:	Level		
Mailing Address:	Description:		
BIG BUFORD HOLDING LC 1702 SHEPERD ROAD TECUMSEH MI 49286	LOT 71 & LOTS 75 THRU 87. ALSO LOTS 116 THRU 164 INCLUDING VACATED ADJACENT ALLEY ALONG SAID LOTS. HURON DAM SUB. T3S-R7E.		

Most Recent Sale Information

Sold on 05/13/2009 for 125,000 by THORNBERRY, ROGER.

Terms of Sale: ARMS-LENGTH

Liber/Page: 4739/121

Most Recent Permit Information

Permit PB02-2848 on 08/06/2002 for \$0 category FENCE.

Physical Property Characteristics

2017 S.E.V.:	126,700	2017 Taxable:	47,314	Lot Dimensions:	
2016 S.E.V.:	126,400	2016 Taxable:	47,314	Acreage:	5.09
Zoning:	IC IND COMM	Land Value:	216,253	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	2,754	Average Depth:	0.0

Improvement Data

of Commercial Buildings: 1
Type: Garage, Service/Repair
Desc:
Class: S
Quality: Low Cost
Built: 1968 Remodeled: 0
Overall Building Height: 12
Floor Area: 4,000
Sale Price/Floor Area: 31.25
Estimated TCV: 34,349
Cmts: SALVAGE YARD GARAGE

Image



Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

07/05/2016 12:28 PM

Parcel: K -11-13-305-003
Owner's Name: BIG BUFORD HOLDING LLC
Property Address: WOODALE AVE
YPSILANTI, MI 48198
Liber/Page: 4739/121
Split: / /
Public Impr.: Paved Road. Standard Utilities
Topography: Level

Current Class: 202.COMMERCIAL - VACANT
Previous Class: 202.COMMERCIAL - VACANT
Gov. Unit: 11 YPSILANTI TOWNSHIP
MAP # R 265 029 00
School: 82430 VAN BUREN SCHOOL DISTRICT
Neighborhood: 00500 COMMERCIAL EAST SIDE - 500

Created: / /
Active: Active

Mailing Address:

BIG BUFORD HOLDING LLC
1702 SHEPARD ROAD
TECUMSEH MI 49286

Description:

YP 69-35 LOTS 72, 73 & 74 HURON DAM SUB.

Most Recent Sale Information

Sold on 05/13/2009 for 125,000 by THORNBERRY, ROGER.

Terms of Sale: ARMS-LENGTH

Liber/Page: 4739/121

Most Recent Permit Information

None Found

Physical Property Characteristics

2017 S.E.V.: 14,300	2017 Taxable: 12,635	Lot Dimensions:
2016 S.E.V.: 14,300	2016 Taxable: 12,635	Acreage: 0.50
Zoning: IC IND COMM	Land Value: 28,512	Frontage: 120.0
PRE: 0.000	Land Impr. Value: 0	Average Depth: 0.0

Improvement Data

None

Image





Michigan Automotive-Related Businesses License Search

Secretary of State

Search Results for Licensed Vehicle Dealerships in Michigan

*For your convenience, the list can be sorted by selecting a column name.

License #	Dealer Name	Address	City	Zip	Phone	County	Issue Date	License Status	Expiration Date
B206269	Franklin Yards LLC	2835 Coolidge Ave	Ypsilanti	48198	(734) 547-3207	Washtenaw	05/16/2016	Active	12/31/2016

[View Full List](#)
[Modify Search](#)
[New Search](#)

The Issue Date is the date the license/registration was originally issued. The Expiration Date is the date the license/registration expired or will expire. The license/registration may not have been active from the Issue Date to the Expiration Date; there may have been periods of non-licensure or registration.

Michigan law requires all dealers to renew their licenses by Dec. 31. Secretary of State offices cannot accept transactions from dealers with expired licenses. If you don't renew by Dec. 31, you must apply for an original dealer license.

LANGNAS & ASSOCIATES

A PROFESSIONAL CORPORATION

Attorneys and Counselors

MICHAEL D. LANGNAS
SHARON A. GONSALVES
STEPHEN N. COHEN

24359 Northwestern Hwy.
Suite 200
Southfield, MI 48075
Telephone (248) 356-7100
Facsimile (248) 356-0716
e-mail: Michael@Langnas.com

Of Counsel
CHRISTOPHER M. SEIKALY

MOE R. MILLER (1912-1992)

June 27, 2016

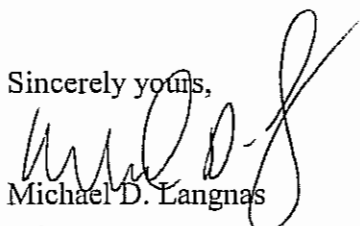
Mike Radzik, Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: Franklin Yards

Dear Mr. Radzik:

This will confirm that Jason Bombrisk is the managing member and has the authority to apply for the Salvage License with Charter Township of Ypsilanti on behalf of Franklin Yards, LLC. If you require anything further, please do not hesitate to contact me.

Sincerely yours,



Michael D. Langnas

sw

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

FRANKLIN YARDS, LLC

ID NUMBER: E7217D

to transact business under the assumed name of

FRANKLIN TRUCK SALVAGE

received by facsimile transmission on February 9, 2016 is hereby endorsed.

Filed on February 10, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date December 31, 2021



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of February, 2016.

Julia Dale

***Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau***

CSC/LCD-541 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name Michael D. Langnas, Esq.		
Address 24359 Northwestern Hwy; Suite 200		
City Southfield	State MI	ZIP Code 48075

EXPIRATION DATE:
DECEMBER 31,

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF ASSUMED NAME

For use by Corporations, Limited Partnerships and Limited Liability Companies
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:
Franklin Yards, LLC

2. The identification number assigned by the Bureau is: E7217D

3. The assumed name under which business is to be transacted is:
Franklin Truck Salvage

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 9th day of February, 2016

By Michael D. Langnas
(Signature)

Michael D. Langnas
(Type or Print Name)

Authorized Agent
(Type or Print Title or Capacity)

* (Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)

5. If the same name is assumed by two or more corporations, limited partnerships, or limited liability companies, or any combination thereof, each participant corporation, limited partnership, or limited liability company shall file a separate certificate. Each assumed name certificate shall reflect the correct true name or qualifying assumed name of the other corporations, limited partnerships, or limited liability companies which are simultaneously adopting the same assumed name.

An entity that already has the assumed name shall simultaneously file a Certificate of Termination of Assumed Name and a new Certificate of Assumed Name.

Listed below in alphabetical order are the participating corporations and/or limited partnerships and/or limited liability companies and their identification numbers.

1. Detroit Holding Corp.	06041P
2.	
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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

FRANKLIN YARDS, LLC

ID NUMBER: E7217D

received by facsimile transmission on October 9, 2015 is hereby endorsed.

Filed on October 9, 2015 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of October, 2015.

Julia Dale

***Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau***

CSCL/CD-700 (Rev. 01/14)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Michael D. Langnas, Esq.

Address

24359 Northwestern Highway, Suite 200

City

Southfield

State

MI

ZIP Code

48075

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Franklin Yards, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: Michael D. Langnas

2. The street address of the location of the registered office is:

24359 Northwestern Hwy, Suite 200 Southfield, Michigan 48075
(Street Address) (City) (Zip Code)

3. The mailing address of the registered office if different than above:

_____, Michigan _____
(P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 9th day of October, 2015

By _____
(Signature(s) of Organizer(s))

Michael D. Langnas
(Type or Print Name(s) of Organizer(s))

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received
SEP 24 2014

(FOR BUREAU USE ONLY)

Tran Info: 1 19858464-1 09/23/14
Chk#: 4009 Amt: \$60.00
ID: HALM AND PRINE PC

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

SEP 24 2014

Name	David E. Prine, Esquire		
Address	2130 W. Grand River, P.O. Box 686		
City	State	ZIP Code	
Howell, MI		48844-0686	

ADMINISTRATOR
CORPORATIONS DIVISION

Effective Date:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

06041P

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Detroit Holding Corp.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares _____ 60,000 _____

Preferred Shares _____

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the registered office is:

3890 Starshine Trail, Brighton _____ 48114-9286 _____

(Street Address) (City) , Michigan (ZIP Code)

2. The mailing address of the registered office, if different than above:

_____ , Michigan _____

(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: _____ Jason Bombrisk _____

KT

ARTICLE V

The name(s) and address(es) of the incorporator(s) is(are) as follows:

Name	Residence or Business Address
Jason Bombrisk	3890 Starshine Trail, Brighton 48114-9286

ARTICLE VI (Optional, Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

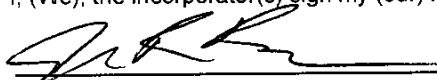
ARTICLE VII (Optional, Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

The space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 8th day of SEPTEMBER, 2014

 _____

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

DETROIT HOLDING CORP.

ID NUMBER: 06041P

to transact business under the assumed name of

FRANKLIN TRUCK SALVAGE

received by facsimile transmission on February 9, 2016 is hereby endorsed.

Filed on February 10, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date December 31, 2021



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of February, 2016.

Julia Dale

**Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau**

CSSL/CD-541 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

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Name

Michael D. Langnas, Esq.

Address

24359 Northwestern Hwy; Suite 200

City

Southfield

State

MI

ZIP Code

48075

EXPIRATION DATE:
DECEMBER 31,

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If left blank, document will be returned to the registered office.

CERTIFICATE OF ASSUMED NAME

For use by Corporations, Limited Partnerships and Limited Liability Companies
(Please read information and instructions on the last page)

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Detroit Holding Corp.

2. The identification number assigned by the Bureau is:

06041P

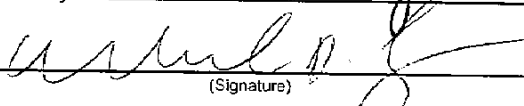
3. The assumed name under which business is to be transacted is:

Franklin Truck Salvage

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 9th day of February, 2016

By 
(Signature)

Michael D. Langnas
(Type or Print Name)

Authorized Agent
(Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)

CSCL/CD-541 (Rev. 08/15)

5. If the same name is assumed by two or more corporations, limited partnerships, or limited liability companies, or any combination thereof, each participant corporation, limited partnership, or limited liability company shall file a separate certificate. Each assumed name certificate shall reflect the correct true name or qualifying assumed name of the other corporations, limited partnerships, or limited liability companies which are simultaneously adopting the same assumed name.

An entity that already has the assumed name shall simultaneously file a Certificate of Termination of Assumed Name and a new Certificate of Assumed Name.

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1. Franklin Yards, LLC	E7217D
2.	
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NEW BUSINESS

**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.

RESOLUTION NO. 2016-17

A resolution opposing the Nexus Gas Transmission (NGT) Pipeline Company in the creation of a new pipeline

WHEREAS the NEXUS Gas Transmission (NGT) project, a partnership of DTE Energy and Spectra Energy is being designed to transport growing supplies of natural gas from the Marcellus and Utica shale fields to receiving points in Ohio and Michigan; and

WHEREAS the proposed path will consist of a newly constructed, large diameter greenfield pipeline that will extend approximately 250 miles from receiving points in northeastern Ohio to a connection point in southeastern Michigan with an existing pipeline infrastructure; and

WHEREAS of the 250 miles of new pipeline construction, approximately 50 miles of this will be in Michigan, coming through Lenawee and Monroe Counties, then entering Washtenaw County and traveling through Augusta and Ypsilanti Townships; and

WHEREAS the path will utilize both existing and expansion capacity on the DTE Gas transportation system and the Vector Pipeline System to access Michigan markets; and

WHEREAS in November 2013, the Federal Energy Regulatory Commission (FERC) approved the abandonment/sale of Energy Transfer's natural gas trunkline based on the claim that there already existed excess pipeline capacity in the Midwest, including Michigan; and

WHEREAS in many parts of Michigan; Washtenaw County, Ypsilanti Township and Augusta Township included, recovery in home and property values are just starting to increase from the previous market crash. With four (4) existing pipeline corridors of various commodities already running through Washtenaw County, additional pipelines would only contribute to property values once again declining in the areas impacted; and

WHEREAS the proposed pipeline path will be within approximately 1,000 feet of Brick Elementary School, as well as Model Elementary and Early Childhood Center;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby opposes construction of the Nexus Gas Transmission project based on the lack of necessity for Michigan and Washtenaw County due to excess pipeline capacity versus demand as cited in the Federal Energy Regulatory Commission Order Approving Abandonment, Docket No. CP12-491-000 issued on November 7, 2013; and

BE IT FURTHER RESOLVED that the Clerk's Office will file a copy of this resolution as a comment before the Federal Energy Regulatory Commission.

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.

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.

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director – Residential Services Department

Date: July 7, 2016

RE: Approve Resolution 2016-28 to support encourages the State of Michigan to ban coal tar sealants

In my meetings with the Huron River Watershed Council, I became aware of the dangers of coal tar sealants. They contain high levels of polycyclic aromatic hydrocarbons (PAH) which can be carcinogenic. The HRW Council has asked municipalities to ban these substances in their communities. The City of Ann Arbor has already passed an ordinance banning them and Pittsfield Township has a “modified program” of restrictive use.

In that we recognize these are hazardous and want to limit their use, I feel this may go the direction of the “phosphorous” ban, where we adopted it and the State later passed a state-wide ban.

This resolution would encourage the State to recognize and ban these products and hopefully create a system of enforcement and fines.

I will be present for the board meeting to answer any questions you may have.



CAUTION

Photo by E. Riggs.

Runoff from freshly applied coal tar sealcoat caused death of fish and aquatic invertebrates weeks to months after application.

What to Avoid

Look at product label or request the Material Safety Data Sheet and avoid products labeled with any of these terms*:

CAS#65996-92-1, CAS#65996-93-2,
CAS#65996-89-6, CAS#8007-45-2, Coal Tar,
Coal Tar Pitch, Coal Tar Distillates, RT-12
CAS#64742-90-1, CAS#69013-21-4, Steam-
cracked Petroleum Residues, Steam-cracked
Asphalt, Pyrolysis oil, Heavy fuel oil (HFO)

*full list at hrwc.org/coalatar

Banning Toxic Sealcoats

Already, Minnesota, Washington, and the District of Columbia have statewide bans. Dozens of municipalities throughout the US have also banned the use of coal tar sealcoat. In 2015, Van Buren Township became the first to pass a comprehensive PAH ban in Michigan. Ask your legislators to do the same.

Hazardous levels of PAH's have been found in pond sediments in the Huron River watershed.

Learn More

HRWC's coal tar webpage

hrwc.org/coalatar

United States Geological Survey

tx.usgs.gov/sealcoat.html

Coal Tar Free America

coalatarfreeamerica.blogspot.com


Select References

International Agency for Research on Cancer, 1987. Coal-tar Pitches. IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Supplement 7, pp 174-175.

Mahler et al. 2015. Acute Toxicity of Runoff from Sealcoated Pavement to *Ceriodaphnia dubia* and *Pimephales promelas*. Environmental Science and Technology.

Mahler et al. 2012. Coal-Tar-Based Pavement Sealcoat and PAHs: Implications for the Environment, Human Health, and Stormwater Management. Environmental Science and Technology 46, 3039-3045

Van Metre et al, 2010. Contributions of PAHs from Coal Tar Pavement Sealcoat and Other Sources to 40 U.S. Lakes, Science of the Total Environment. Vol. 409, pg.334-344.



*The Huron River Watershed Council
protects and restores the river
for healthy and vibrant communities.*



Huron
River
Watershed
Council

1100 N. Main Street, Suite 210 | Ann Arbor, MI 48104
Phone: 734-769-5123 | www.hrwc.org/coalatar

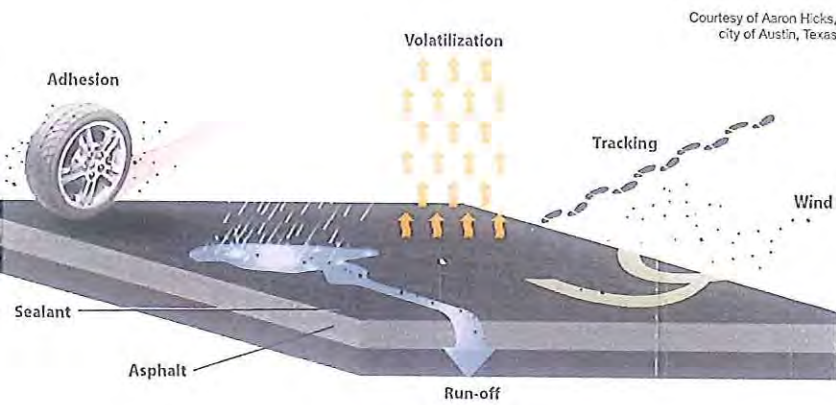


Risks of Coal Tar-Based Sealcoat

How to avoid common pavement sealants that pose threats to human health and the environment

What is Coal Tar Sealcoat?

Coal tar-based sealcoat is applied widely on driveways, parking lots, and even play-grounds as a maintenance practice. Coal tar sealcoats are hazardous. They are high in polycyclic aromatic hydrocarbons, or PAHs, many of which have been identified as toxic, mutagenic, teratogenic (cause birth defects) and/or carcinogenic (cause cancer). While there are many sources of PAHs, coal tar sealcoat contains significantly higher concentrations (~70,000 mg/kg) than other common sources such as gas emissions (370 mg/kg) and road dust (24 mg/kg).



Coal tar sealcoat can enter the environment when it is applied and as it wears down over time. Fumes and particles travel via air, water, and even on shoes and end up in our homes, rivers, and soils.

Available Alternatives

There are several alternatives that have significantly lower, or no, PAH content. Asphalt-based sealcoat has 1/1000th the PAH content of coal tar, and is readily available at similar cost. There are also safer acrylic and latex based options.

You can also choose not to seal your asphalt surfaces. University of Michigan found it more cost effective to repave occasionally than to sealcoat regularly. Be aware of alternative products that are still high in PAH content.

Human Health Risks of Coal Tar Sealcoat

For someone who spends their lifetime living adjacent to coal tar seal-coated pavement, the average excess cancer risk is estimated to be 38 times higher than those who don't. Much of the increased risk occurs during early childhood. Children play on and near these surfaces and

are, therefore, more likely to inhale or ingest PAHs associated with coal tar sealcoat. Particles also make it into homes on shoes and pets.

Effects of Coal Tar Sealcoat on Rivers and Lakes

In rivers and lakes, PAHs are found primarily in the sediments. Several recent studies have found that runoff from coal-tar-treated surfaces causes death, developmental issues,

and other adverse effects in fish and other aquatic organisms long after application.

Studies show 50-75% of all PAHs found in sediments within the Great Lakes region come from coal tar sealcoat.



An alternative sealcoat: If sealcoating cannot be avoided, asphalt-based sealcoats are an alternative with 1/1000th the PAH concentration of coal tar-based sealcoats.

What You Can Do

If You are a Homeowner or Manage Private Properties Such as Churches, Daycares, or Businesses:

- Do not seal your asphalt surfaces as often or at all
- Hire contractors that will apply asphalt-based sealcoat rather than coal tar or other high-PAH sealcoats
- See back panel to learn how to identify coal tar and other sealcoat products with high PAH content
- Urge your neighbors to do the same

If You are a Concerned Resident or Local Official:

- Encourage local officials to stop the use of coal tar and other high PAH sealcoats on all public properties
- Advocate for a local ordinance banning coal tar and other high PAH sealcoats within your municipality

ANN ARBOR

DOING LIFE DIFFERENT



June 26, 2016

Karen Lovejoy Roe, Ypsilanti Township Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI, 48197

Dear Karen Lovejoy Roe:

The Washtenaw County Convention and Visitors Bureau (WCCVB) has extended a Community Tourism Action Plan (CTAP) grant to Ypsilanti Township for \$10,000.

This grant has been approved for two projects - wayfinding signage for the area and park beautification. The first \$5,000 of \$10,000 total has already been awarded.

As CTAP grant requirements state, the community must show a matching contribution of 20%, or \$2,000 (totaling a \$12,000 investment in the community projects), track any in kind services/contributions, as well as present outcomes at a wrap up meeting in the fall.

Ypsilanti Township has allocated \$8,229 of the \$10,000 WCCVB CTAP grant to be applied towards the approved wayfinding signage project. The remaining total \$3,771 of the grant (\$1,771) and Ypsilanti Township contribution (community match of \$2,000) is to be used towards the approved park entry beautification project.

Sincerely,

A handwritten signature in black ink that reads "Mary Kerr". The signature is fluid and cursive, with a large initial "M" and "K".

Mary Kerr
President & CEO

cc: Larry Doe, Ypsilanti Township Treasurer

Washtenaw County Convention and Visitors Bureau Inc.
315 W. Huron Street, Suite 340, Ann Arbor, MI 48103

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



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department

DATE: July 11, 2016

RE: Request to add the “Silver Sneakers Fitness Program” rider to the Medicare PLUS Blue PPO for retirees and spouses.

Over the last several months we have received a number of inquiries from our retirees regarding the “Silver Sneakers” program. Silver Sneakers is an insurance benefit that can be included as a rider on our current Medicare PLUS Blue PPO Plan for individuals 65 and older. The program provides for gym memberships and other wellness activities such as group exercise classes which are geared specifically towards the active older adult. Individuals that participate in “Silver Sneakers” tend to be healthier and live more active lives leading to fewer medical claims.

Before moving to the Medicare PLUS Blue PPO Plan in 2012, the Township offered another Medicare Supplemental plan which included the “Silver Sneakers” program. When the change occurred the additional rider was not included in the new coverage. According to information from Blue Cross/Blue Shield the “Silver Sneakers” rider would be considered an enhancement and can be added at any time. The approximate cost would be \$2.10 per month per covered subscriber for a yearly increase of \$25.10 per Medicare covered subscriber. We currently have 76 Medicare PLUS Blue PPO subscribers which would represent a total yearly increase of \$1, 915.20.

At this time, I would like to request the Township Board authorize adding the “Silver Sneakers Fitness Program” as a rider for our Medicare PLUS Blue PPO plan effective as soon as possible. Should you have any additional questions, please feel free to contact me.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
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MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director – Residential Services Department

Date: July 5, 2016

RE: Acceptance & authorizing the signing of the maintenance agreement by “The Ride”

Please see attached an “adopt a stop maintenance agreement” with AAATA, “The Ride”. As you are aware, the buses have been running every half hour here at the T.R. Stumbo Civic Center and the John B. Collins 14B Court.

This document was sent to attorney Doug Winters for his review. He has reviewed and approved the revised language submitted by the AAATA. The shelter and the installation of such are borne totally by AAATA.

It is important to note that the Township assumes the winter maintenance of this shelter, but only on the days and hours we are in operation. It appears that this bus stop has been very useful to the local bussing system and adding a shelter for protection will only further enhance the experience for the rider.

Please authorize the signature of both Supervisor Stumbo and Clerk Roe on the agreement.

I will be in attendance at the Board meeting to further discuss this or answer questions you may have.



ADOPT-A-STOP MAINTENANCE AGREEMENT

The Ann Arbor Area Transportation Authority (hereinafter, “ The Ride”) 2700 S.Industrial Hwy, Ann Arbor, MI 48104 and Ypsilanti Charter Township hereinafter, “SPONSOR”), located at 7200 S.Huron River Dr. Ypsilanti , MI 48197 in consideration of the mutual promises contained herein agrees as follows this 7th day of July 2016.

AMENITIES

The Ride agrees to install a passenger shelter with a bench at bus stop #2499 located at Ypsilanti Charter Township Civic Center.

MAINTENANCE

The SPONSOR agrees to empty the trash receptacle weekly and clear snow as needed at the bus stop and surrounding pedestrian facilities during winter snow events on weekdays during normal business hours of the Ypsilanti Charter Township Civic Center. No winter maintenance will be performed on weekends at this location.

The Ride agrees to clean the bus shelter glass every 6 weeks in keeping with this agreement.

The Ride will repair the passenger shelter and bench in the event they become damaged. The Ride agrees to install trash receptacles at the bus stop to be maintained by the sponsor if requested. The sponsor may choose to provide their own receptacle at any time.



Bus shelter will be installed at the existing concrete pad on Civic Center Dr.

**RESOLUTION
2016-29**

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

Upon motion made by _____, seconded by _____, 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: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
ss COUNTY
OF _____)

I, _____, Clerk of
the _____, 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
_____ at a meeting held _____.

Signature _____

Title _____

Dated _____

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



Charter Township of Ypsilanti
Residential Services Division

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www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director – Residential Services Department

Date: July 8, 2016

RE: Authorize the signing of the LWCF Development Project Agreement for a \$199,200 renovation of the Ford Lake Park tennis courts- DNR grant of up to \$99,600

As you may recall, the Township applied and was awarded a grant in 2012 for the renovation of the tennis courts at Ford Lake Park. At the last minute, the DNR informed us to hold off on the project due to an open mitigation conversion.

We have now received the approval to go forward with this project and are asking for authorization for the Supervisor and Clerk to sign this document to move forward.

Spicer Group has estimated the cost of this project to be about \$166,050. The Township is required to pay half of the costs+ engineering costs. I suggest we budget this for the \$199,200 that was the original project submission costs, so that we are eligible for the full \$99,600, should the costs come in higher.

Our award letter from the DNR indicated that the project needs to be complete by December 31, 2016. Typically the DNR requires a 90-day review process, but we hope they waive this due to them delaying the project for 4 years. If they do not waive this, we will not be able to finish it in 2016. Even if they waive the 90-day review, we would be on a tight schedule with the asphalt plants as they typically close in mid-November.

There is a budget amendment for this project on tonight's agenda as we did not anticipate this award coming forth 4 years later. It would be paid out of account # 212.970.000.997.001



Michigan Department of Natural Resources - Grants Management

LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT

Project Number: 26-01725

Project Title: Ford Lake Improvements

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CHARTER TOWNSHIP OF YPSILANTI IN THE COUNTY OF WASHTENAW** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In PA 59 of 2013, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund grant to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments **by July 1, 2016**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); Recreation Grant application bearing the number **26-01725** (APPENDIX C); and Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are, by this reference, made part of this Agreement. The Agreement together with the referenced Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT. Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the provision in APPENDIX D will prevail.
3. The time period allowed for project completion is **May 23, 2016 through December 31, 2016**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.

4. This Agreement shall be administered on behalf of the DEPARTMENT through its Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the MiRecGrants website unless otherwise instructed by the DEPARTMENT. Project Agreements and Amendments to them shall be sent by regular mail to:
 - b. The GRANTEE'S representative for this project is:

Name: _____ Title: _____

Mailing Address: _____

Phone Number: _____ FAX: _____

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
5. The words "project area" shall mean the land and area described in the legal description (APPENDIX A) and the boundary map (APPENDIX B) already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

Development to include resurfacing tennis courts and improving accessibility at Ford Lake Park

7. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) percent of One Hundred Ninety-Nine Thousand Two Hundred (\$199,200) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Ninety-Nine Thousand Six Hundred (\$99,600.00) dollars**.
 - b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty (50%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited

to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

8. The GRANTEE agrees as follows:

- a. To immediately make available all funds required to complete the project and to provide **Ninety-Nine Thousand Six Hundred (\$99,600.00) dollars** in local match. This sum represents **Fifty (50%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.

- vi. Complete construction to all applicable local, state and federal codes, including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments.
Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a plaque on the park entry sign of the property which designates this project as one having been constructed with assistance from the

Land and Water Conservation Fund. The size, color, and design of this plaque shall be in accordance with DEPARTMENT and SERVICE specifications.

- k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the Land and Water Conservation Fund sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
 10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **December 31, 2016**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
 12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
14. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of similar recreational and monetary value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal fair market value, and of reasonably equivalent usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal fair market value

and of reasonably equivalent usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.

19. The GRANTEE acknowledges that:

- a) The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b) The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c) The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

23. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the SERVICE with no reimbursement made to the GRANTEE.

24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund and the Michigan Natural Resources Trust Fund; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
30. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. the DEPARTMENT has signed it.

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

Approved by resolution (true copy attached) of the _____ ,
_____ date
_____ meeting of the _____ .
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By: _____
Print Name: _____
Title: _____
Date: _____
Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By: _____
Steven J. DeBrabander

Title: Manager, Grants Management _____

Date: _____

APPENDIX A
LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B
BOUNDARY MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION **26-01725**

(incorporated herein by reference)

APPENDIX D

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation

use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

-OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

-A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

-A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

*The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.***

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the

date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) *Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) *The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

(2) *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

Revised 10/01/2008

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ 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 _____ (\$ _____) 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: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, 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 _____ at a meeting held _____.

Signature

Title

Dated

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



Compost Site

2600 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 482-6681
Fax: (734) 5447643

Charter Township of Ypsilanti

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Carl Rowsey, Compost Site Coordinator
Jeff Allen, RSD Director

DATE: July 11, 2016

RE: ***Request to Waive the Financial Policy and Approve the Quote from Vermeer of Michigan and Authorize Purchase of a New 2016 CT718 Windrow Turner in the amount of \$498,850, Budgeted in Line Item #590.590.000.977.000***

We are requesting the Board waive the financial policy and approve the quote from Vermeer of Michigan for the purchase of the CT718 Windrow Turner based their Michigan location and their proven customer service.

On March 9, 2012, the Board authorized bidding on a used windrow turner, not to exceed \$215,000, which was being auctioned by the City of Ann Arbor. Unfortunately, the equipment sold for much higher and we were unable to compete.

We are now seeking authorization to purchase a new windrow turner with the cost to be deducted from the Compost Site fund balance, which currently totals \$1,010,910. Extensive research has been done on this equipment and we believe this is the best choice for the needs of our compost site and it will complete one more item on the capital improvement list.

The type of machine that would best fit the needs of our site is belt driven (as opposed to hydraulic) and with a Trax series (as opposed to tires). Through mine and Carl's extensive research, we have learned there are only two (2) reputable companies that offer both of these items on one (1) machine. They are Vermeer & Scarab.

Scarab is based in White Deer, TX and this is the type of machine that was in the Ann Arbor auction a few years ago. We have had a very difficult time getting them to "demo" their machine or even letting us see how it operates. We even considered flying to Texas to look at it and they didn't want us to come. The company's lack of interest in promoting their product raises concern regarding their customer service if ever needed in the future.

Vermeer of Michigan is based in Fowlerville, MI. They delivered a demo machine to our compost site and allowed us to try it for a day and also provided videos of how the machine operates. We have other Vermeer products and this company has on several occasions aided us on a repair, at no charge, even though the warranty was expired. Vermeer of Michigan is very service

Agenda Item Request

July 11, 2016

Page 2

orientated and being located in Michigan is a huge asset. Carl Rowsey, the compost site coordinator is a one-man show and dealing with a company that is eager to service is a great benefit. The Vermeer CT718 (Wildcat) Windrow Turner will vastly bolster compost production by allowing the windrows to be turned more efficiently, allowing the compost to process at a much faster rate. This would give us the ability to bring in more material for the production of more compost and therefore generate increased revenue.

The windrows are currently turned with a bucket, which takes approximately two (2) days to complete. With the Vermeer CT718 windrow turner, the entire site could be turned in approximately 2.5 hours. Due to the way the windrows are presently being turned, the compost produced at our site is sold faster than it can be processed and year after year, we repeatedly sell out before the end of the season creating a large loss in revenue.

We have attached the quote received from Vermeer. Please note that the standard warranty for parts and labor and the drum warranty is one (1) year but through negotiations with Vermeer, they agreed to a two (2) year warranty on parts and labor and increased the drum warranty from one (1) to seven (7) years. These adjustments are reflected in their quote.

We will be in attendance at the work session and board meeting to answer in questions you may have regarding this request. If you would like any information prior to the meeting, please give Carl Rowsey a call at 734.320.6475.

Thank you in advance for your consideration for this request.

Attachments



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 _____ Date _____

Thank you for your consideration.

Sincerely,

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



SCARAB International, LLLP
 1475 County Road W
 White Deer, TX 79097
 806-883-7621
 salesmgr@scarabmfg.com

Quote

Date	Quote #
7/11/2016	071116-2
Anticipated Ship Date (ARO)	
Terms	
15% Down, Balance on Completion	

Name / Address
Township of Ypsilanti 2600E CLark Rd Ypsilanti, MI 48197 Carl Rowsey 734 320 6475

Valid for ___ days from date of Quotation shown above. ALL PRICES ARE E.X.W. ORIGIN. This Quotation is subject to our standard terms and conditions of sale. ALL PRICES DO NOT INCLUDE ANY FEDERAL, STATE OR LOCAL TAXES OR TARIFFS. This quotation is subject to change. There may be additional inbound freight, permits licensing, wire transfer and legalization fees.	Rep	Project
	RM	
Description	Distributor	List
STANDARD EQUIPMENT 18BD-540CAT-D5 (CAPABLE OF A 18'X7" Windrow Flat Top BASE PRICE 18X7 Windrow Composter capable of composting 2.85 cubic yards per foot Hourly production rate cubic yards 10,584 Engine: Caterpillar 540 HP @ 2100 rpm C15 Tier III Diesel Engine Operators Cab: Panoramic SCPA5000 Murphy PV 780T Controller SCARAB Digital Auto Load Controller A/C Heat Unit rated at 42,000 BTU AM/FM/CD Stereo & Deluxe Seat W/Lumbar, Arm Rest & Jump Seat SCARAB 30" Grouser Track Design CleanFix Variable Pitch Auto Reversing Fan SCAU4800 Auger Style Drum 5/8" X 48" X 18' (4 15/16" Rep/shafts) combination Auger /Flail drum Trans Fluid Power Tower Clutch (759HP) Gates Predator Kevlar V-Belt Drum Drive System Fairfield Track Planetary Drives 90 Series Sundstrand Hydraulic Pumps Hydraulic Rear Flap Rubber lined Tunnel Fixed CAB SCARAB Operations & Maintenance Manuals Lead time 90 to 120 days based on		440,875.00T
Shipping & Handling EXW Freight from White Deer to Ypsilanti MI		13,250.00
Out-of-state sale, exempt from sales tax		0.00
Printed Name:	Date:	Total
Authorized Signature:	Title:	
Phone: Fax:	Assigned PO #:	
		5454,125.00

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director – Residential Services Department

Date: July 8, 2016

RE: Authorize the signing of a contract with Spicer Group to provide engineering services for the renovation of the Ford Lake Tennis Courts-DNR Grant in the amount not to exceed \$28,000 (billed at hourly rate)

Please see the enclosed proposal from Spicer Group to provide professional services as it relates to the renovation of the Ford Lake Tennis Courts- partially funded by a DNR grant. Our award letter from the DNR indicated that the project needs to be complete by December 31, 2016. It also includes 2 different schedule of events for completion, depending on the typical requirement of a 90-day review.

As you may recall, we were awarded up to \$99,600 grant for a projected \$199,200 project in 2012. We proceeded forward with this at that time, until such time that the DNR informed us that their board had not yet given the final OK. The project has been on hold since then.

As you can see, Spicer Group anticipates the sealed bids to come in at \$166,050. If that were the case, the grant would cover half and the Township would be responsible for the other half or \$83,025.

There is a budget amendment on tonight's board agenda for Spicer's professional services in the amount of \$28,000 and in line item #212.970.000.997.001

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: _____
Authorized Signature

Printed Name

Title

By: _____
Authorized Signature

Printed Name

Title

Date: _____

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

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees
From: Joe Lawson, Planning Director
Date: July 13, 2016
Re: Request to authorize the signing, upon Attorney review, the Easement Acquisition Services contract between the Washtenaw County Road Commission and Ypsilanti Township in order to acquire the necessary easements relating to the Washtenaw Avenue Sidewalk Infill Project in an amount not to exceed \$18,000.00 and is further budgeted in line item: 101.446.000.818.022

As the Board may be aware, in 2014 Ypsilanti Township along with Pittsfield Township applied for and was awarded a HUD grant in order to provide funding for the engineering and construction of sidewalks along portions of Washtenaw Avenue. Ypsilanti Township received these funds in order to fill gaps along the north side of Washtenaw from Golfside to the Fountain Plaza Shopping Center.

Since that time, the County Community and Economic Development Department has worked with their contracted engineer, OHM, in order to provide engineering, survey and legal description document services for construction of the proposed sidewalks.

Also as part of the described project, township staff was requested to assist with the acquisition of easements necessary for the construction of the sidewalks as the Washtenaw Avenue right-of-way, only being a total of 80 feet wide, is not wide enough to permit the construction of the sidewalks within the existing road right-of-way. During this process, staff was able to obtain verbal agreements for the easement from 3 of the 4 impacted property owners necessary to permit the project to move forward, unfortunately after several attempts, staff was unable to obtain any sort of answer or communication from the owners of the former K-Mart property.

That being said, staff requested guidance from the Washtenaw County Road Commission staff as to how to best proceed. During a scheduled meeting at their office to discuss the process, staff learned that due to the source of the funding, (i.e. Federal/HUD) a very specific process must be adhered too in relation to acquiring the necessary easements. That being in mind, due to the complexity of the process and the lack of in-house or personal expertise in this type of easement acquisition, staff with the permission of the Supervisor and Clerk, further requested the assistance of the Road

Commission in order to obtain the necessary easements in order to stay true to the requirements of the federal process.

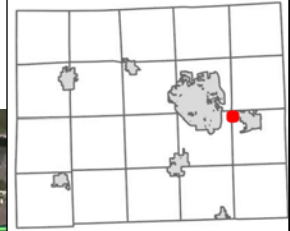
Attached is a copy of the proposed service agreement between the Township and the Washtenaw County Road Commission to authorize the County to administer the easement acquisition process necessary to permit the construction of sidewalk along the north side of Washtenaw Avenue between Golfside and Fountain Plaza. The anticipated fee for this service is being requested in a not to exceed amount of **\$18,000.00** and is budgeted in line item: 101.446.000.818.022.

The funds allocated for the construction of this project have been provided through a HUD grant along with additional Community Development Block Grant (CDBG) funds.

Any additional services necessary or relating to easement acquisition such as appraisals, additional professional consultation fees or easement costs should the easements not be donated will be brought back to the Board for review and approval prior to the authorization of any additional work or expenditures.

An aerial map outlining the project area has been attached for your review and consideration.

If you should have any questions, please do not hesitate to contact me and I will be happy to assist.



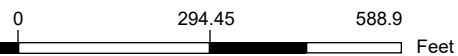
Legend

- Railroads
- Right of Way
- Quarter Sections
- Plat Boundary
- Parcels
- Jurisdiction Lines
- Lakes
- Streams
- Parks**
 - Game Area
 - Park
 - Farmland or Conser
 - Preserve
 - Recreation Area
 - Other
- O2015_boundary

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
7/13/2016



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

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 ____ day of _____, 2016

YPSILANTI TOWNSHIP:

WITNESSETH:

By: Brenda Stumbo, Supervisor

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

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees
From: Joe Lawson, Planning Director
Date: June 13, 2016
Re: Request approval of the METRO Act Application of Mobilitie LLC per Public Act 48 of 2002; and further authorize the signing of the permit by the Township Supervisor and Clerk after review and approval of the Township Attorney

Please find enclosed a copy of the public right-of-way permit request of Mobilitie LLC, of Newport Beach California, pursuant to the METRO Act, PA 48 of 2002.

Per section 62-233b of the Township Municipal Code; Upon receiving a completed application, the clerk will advise the township attorney who will draft the appropriate permit or franchise agreement and further schedule the matter for consideration by township board of trustees.

The process per the act shall be completed within 45 days from the date the provider files an application. The application is dated June 8, 2016 though the post mark date notes it received on June 13, 2016. That being said, the Township is required to act by July 28, 2016.

As part of this review, my office has forwarded a copy of the supplied application to Attorney Winters for his review and consideration.

As noted within a previous review of a METRO Act application submitted in 2014, Attorney McLain noted that in response to the passage of the METRO Act, the Township adopted **Resolution No. 2002-57**, a copy of which is attached. As the **Resolution** provides, effective **November 1, 2002**, the Charter Township of Ypsilanti, agreed to comply with the METRO Act regarding new applications, permits and right-of-way fees for any telecommunication company seeking permission to use the public right-of-way in the Township. Further, after **December 31, 2003**, the Township agreed to comply with the METRO Act regarding right-of-way fees for telecommunication companies holding permits as of **October 31, 2002**. The Township further agreed to comply with the limitations of the METRO Act on the payment of franchise fees on cable modem service by

cable television operators reserving any rights it may have had to fees due for the period ending **October 31, 2002**.

In other words, the Township “opted in” to the provisions of the METRO Act.

In accordance with the applicable statute, a municipality in reviewing and approving an application may continue to protect the health, safety, and welfare of the public. Conditions on approval of a permit must pertain only to the providers’ access to and usage of a public right-of-way. Municipalities may require the applicant to post a bond not exceeding the reasonable cost of returning the public right-of-way to its original condition. In this particular case, as the proposed work will be completed upon existing above ground facilities (poles), no restoration bond is being recommended for this project.

Based upon the application presented and the applicable stated statute, staff recommends the board authorize the signing of the METRO Act application submitted by Mobilitie, LLC to permit the installation of telecommunications infrastructure within the existing public right-of-way as illustrated within the application upon the review and approval of said application by the Township Attorney.

If you should have any questions or if I can be of any further assistance, please feel free to contact me.

DIVISION 1. GENERALLY

Sec. 62-230. Right-of-way permit requirement.

No person, partnership, association or corporation, public or private, operating a public utility may use the highways, streets, alleys or other public places in the Charter Township of Ypsilanti (Township) for wires, poles, pipes, tracks, conduits or other utility facilities without the consent of the township.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-231. Franchise requirement.

No person, partnership, association or corporation, public or private, operating a public utility may transact local business in the township, without first obtaining a franchise from the township. Competitive suppliers of natural gas or electricity with customers in the township shall first obtain a franchise from the township. A public utility providing transmission or distribution services to any person, partnership, association or corporation, public or private, offering any public utility, natural gas or electric supply service to customers in the township shall promptly notify the township clerk in writing of the name and address of such person, partnership, association or corporation.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-232. Telecommunication permit requirement.

Providers of telecommunications services using the highways, streets, alleys, or other public places in the township shall obtain a permit from the township as required by Section 254 of Act. No. 179 of the Public Acts of 1991, as amended. It is unlawful to accept any telecommunications services from a provider of telecommunications services using the highways, streets, alleys or other public places in the township which does not have a permit from the township.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-233. Applications for franchises and permits.

- (a) Applications for permits and franchises under this chapter shall be made to the township clerk on a form prepared by the clerk. Applications for a right-of-way permit under section 62-230 shall require the payment of a nonrefundable application fee of \$2,500.00. Applications for a franchise under section 62-231 shall require the payment of a nonrefundable application fee of \$10,000.00. Applicants for a telecommunications permit under section 62-232 shall pay a fee not exceeding the fixed and variable costs to the township in granting a permit by depositing with the clerk a refundable application fee of \$5,000.00. The clerk will keep a record of the fixed and variable costs to the township in each case and render a refund or an invoice to the applicant.
- (b) Upon receiving a completed application, the clerk will advise the township attorney who will draft the appropriate permit or franchise and schedule the matter for consideration

by township board of trustees.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-234. Permits and franchises--generally.

- (a) A right-of-way permit under section 62-230 will contain such terms and conditions as deemed appropriate by the township attorney and the community and economic development director. The township board of trustees may require payment of an annual right-of-way fee determined by resolution from time to time. A right-of-way permit is revocable at will by the township and may be issued for a term not exceeding 30 years.
- (b) A franchise under section 62-231 will contain such terms and conditions as deemed appropriate by the township attorney and community and economic development director. The township board of trustees may require payment of a franchise fee. Unless submitted to the voters and approved by a three-fifths majority, franchises are revocable at will by the township. Franchises may be issued for a term not exceeding 30 years.
- (c) The township board of trustees will approve or deny a permit under section 62-232 within 90 days from the date a provider files an application. A permit under section 62-232 will contain such terms and conditions as deemed appropriate by the township attorney and community and economic development director. The township board of trustees may require payment of a permit fee not exceeding the fixed and variable costs to the township of maintaining the rights-of-way, easements and other public places used by a provider. The township may require as a condition of a permit under section 62-232 that a bond be posted by a provider of telecommunication services to ensure that the right-of-way, easements and other public place used by a provider are returned to their original condition during and after a provider's access and use.
- (d) In the event that a holder of a permit or franchise (or any subsidiary, affiliate or other related company) pays a fee, charge, or other payment of any kind on a periodic basis (i.e., monthly, quarterly, annually) to any municipality in the State of Michigan which is higher or in addition to any fees or charges set forth in a permit or franchise with the township, the holder of a permit or franchise shall notify the township in writing of the details of such other arrangement within 60 days of its effective date. A one-time charge prior to and for the installation of a new service shall not be considered a periodic fee unless the charge is unreasonably higher than that paid to other municipalities. Upon receipt by the township of such notice, a revocable permit or franchise may be revoked upon notice from the township. As a condition for a new permit or franchise, the township may require payment of a similar fee or charge as provided to the third party.
- (e) A person, partnership, association or corporation granted a permit or franchise under this chapter shall obtain all other necessary permits or approvals for construction, maintenance and operation in the township.

(Ord. No. 2000-252, § 1, 10-17-00)

Secs. 62-235--62-244. Reserved.

RESOLUTION NO. 2002-57

WHEREAS, The Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No.48 of the Public Acts of 2002, ("Metro Act") regulates the granting of permits by municipalities to telecommunications companies seeking permission to install lines and other facilities in the public right-of-way effective November 1, 2002; and

WHEREAS, The Metro Act will require municipalities to use application and permit forms approved by the Michigan Public Service Commission for new telecommunications companies. The Metro Act also limits fees which can be charged by municipalities to telecommunications companies for an application, permit, construction plan review or inspection and prohibits the enforcement of cable television franchises requiring payment of franchise fees on cable modem high-speed Internet service; and

WHEREAS, Within six months of the effective date, all telecommunications companies, including Ameritech and Verizon, will be required to file applications and obtain permits in all municipalities where they are using the public right-of-way. Beginning April 29, 2003, they will be required to and pay an annual standardized right-of-way maintenance fee to a statewide authority for distribution only to those municipalities complying with Metro Act's limitation on fees; and

WHEREAS, A Municipality is considered to be complying with the Act's limitation on fees if it adopts a resolution or ordinance, as necessary, effective no later than December 31, 2003, modifying fees due from telecommunications companies and provides each company with a copy of the resolution or ordinance.

NOW THEREFORE,

BE IT THEREFORE RESOLVED,

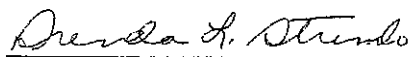
1. Effective November 1, 2002, the Charter Township of Ypsilanti will comply with Metro Act regarding new applications, permits and right-of-way fees for any telecommunications companies seeking permission to use public right-of-way in the Township.

2. Effective December 31, 2003, the Charter Township of Ypsilanti will comply with Metro Act regarding right-of-way fees for any telecommunications companies holding permits to use public right-of-way in the Township as of October 31, 2002.

3. The Charter Township of Ypsilanti will comply with the limitation of Metro Act on the payment of franchise fees on cable modem service by cable television operators reserving any rights it may have to fees due for the period ending October 31, 2002.

4. The Charter Township Clerk is directed to send a copy of this Resolution and any ordinance amendments necessary to comply with the Metro Act to Robert Tuttle, Jr., Director of the Metro Act Authority, each cable television operator and telecommunications provider in the Township.

I, Brenda L. Stumbo, 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. 2002-57 approved by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on December 17, 2002.



Brenda L. Stumbo, Clerk
Charter Township of Ypsilanti

**METRO Act Permit Application Form
Revised February 2, 2015**

**Charter Township of Ypsilanti
Name of Local Unit of Government**

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**MOBILITIE, LLC
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at the **Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48197.**

Charter Township of Ypsilanti
Name of local unit of government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
MOBILITIE, LLC
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: June 8, 2016

1.2 Applicant's legal name: Mobilitie, LLC
Mailing Address: 2220 University Drive
Newport Beach, CA 92660

Telephone Number: (949) 515-1500
Fax Number: (949) 515-1500
Corporate website: www.mobilitie.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Mailing Address: Theocly Tsotsos
120 S. Riverside Plaza, Suite 1800
Chicago, Illinois 60606

Telephone Number: (312) 638-5356
Fax Number: (312) 206-6724
E-mail Address: theoclytsotsos@mobilitie.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company**
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: None

1.5 Description of Entity: *See Exhibit 1 for the following.*

1.5.1 Jurisdiction of incorporation/formation;

1.5.2 Date of incorporation/formation;

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. ***Attached as Exhibits A and B.***

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **None.**

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. **Not Applicable. Not Publicly Held.**

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

N/A

2 DESCRIPTION OF PROJECT: See Exhibit 2 for the following.

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

2.4 Please provide an anticipated or actual construction schedule.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS: See Exhibit 3 for the following.

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office;
- 3.2 Location of all records and engineering drawings, if not at local office;
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;
- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:
 - 3.4.1 Worker's compensation;
 - 3.4.2 Commercial general liability, including at least:
 - 3.4.2.1 Combined overall limits;
 - 3.4.2.2 Combined single limit for each occurrence of bodily injury;
 - 3.4.2.3 Personal injury;
 - 3.4.2.4 Property damage;
 - 3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;
 - 3.4.2.6 Independent contractor liability;
 - 3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);
 - 3.4.2.8 Environmental contamination;
 - 3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.
- 3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

4 **CERTIFICATION:**

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

June 8, 2016
Date

NAME OF ENTITY ("APPLICANT")

MOBILITIE, LLC

By: 

Type or Print Name: David Connell

Network Real Estate Specialist

Title

Exhibit 1

DESCRIPTION OF ENTITY (1)

General Information:

1.5 Description of Entity: Mobilitie, LLC is a privately held limited liability company founded in 2004 as an alternative solution to build network infrastructure focused on wireless telecommunication providers. Mobilitie, LLC has funded the build and deployment of more new wireless infrastructure than any other infrastructure firm, which include over 70,000 miles of fiber, a national portfolio of indoor DAS networks in marquee venues, city-wide outdoor DAS networks (i.e., Chicago and New York), government and transportation deployments and the largest small cell footprint nationwide.

1.5.1 Jurisdiction of Incorporation/ Formation: Nevada

1.5.2 Date of Incorporation/ Formation: 06/18/2003

1.5.3 If a subsidiary, name of ultimate parent company: N/A

1.5.4 Manager for Mobilitie, LLC:

a. CEO: Gary Jabara

Exhibit 2

DESCRIPTION OF PROJECT (2)

2.1. Copy of Authorization: See *Exhibit D* (the *Competitive Access Providers* status) enclosed with the application.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways: Mobilitie, LLC is a registered Competitive Access Provider (CAP) in the State of Michigan. As a CAP, Mobilitie operates a private network for compensation in exchange for providing alternative means of establishing telecommunication services connections between cellular carriers and their end users. Mobilitie does not hold any licenses from the Federal Communications Commission to directly provide cellular carrier services like Sprint, Verizon, AT&T or T-Mobile, nor is it affiliated with any of them. Instead, Mobilitie provides its telecommunications services by leasing and/or licensing pole space (when it installs new utility poles) and equipment of its private network to cellular carriers for compensation. The compact equipment will consist of a radio, backhaul via fiber or microwave/UE relay, and an antenna, which are connected by cable facilities. Essentially, Mobilitie's private network is synonymous to an extension cord between the cellular carriers and their subscribers as it increases the range of connectivity.

2.3. Attach route maps showing the location: See route maps enclosed with the application.

2.4. Please provide an anticipated or actual construction schedule: Construction to commence between 12/1/2016 to 12/31/2016. The construction of that specific location will take no longer than any given 5 days.

2.5. Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways:

- a. Mobilitie, LLC

2.6. Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they going to be promptly contacted? If the Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant:

- a. Responsible for maintaining the facilities: Mobilitie, LLC.
- b. Contact for Emergency: 24 Hour Emergency Contact Number- (877) - 338- 1287

Exhibit 3

TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS (3):

3.1. Address of Applicant's nearest local office:

National Registered Agents, INC
30600 Telegraph Road STE 2345
Bingham Farms, MI 48025

3.2. Location of all records and engineering drawings, if not at local office:

Mobilitie, LLC
120 S. Riverside Plaza, STE 1800
Chicago, IL 60606

3.3. Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the communication systems:

Peter Lichomski, Architect
49030 Pontiac Trail, Suite 200, Wixom, MI 49393
Tel: (248) 705-9212
Email: Plichomski@labarchitectsllc.com

Responsibilities: Provides drawing indexes for installation of proposed utility poles within an existing right-of-way.

3.4. Provide evidence of self-insurance or a certificate of insurance showing applicant's insurance coverage, carrier and limits of liability: *See Exhibits C & D (COI and Performance Bond) enclosed with the application.*

3.5. Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways:

General Contractor: Sean Collins
Faith Technologies
11086 Strang Line Road
Lenexa, KS 66215
913-281-0841
sean.collins@faithtechnologies.com

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT
2015



Due February 15, 2015 File Online at www.michigan.gov/fileonline

Identification Number B9261C		Limited Liability Company Name MOBILITIE, LLC	
1. Resident agent name and mailing address of the registered office NATIONAL REGISTERED AGENTS, INC. 30600 TELEGRAPH ROAD STE 2345 BINGHAM FARMS MI 48025 LARA \$25.00		If different from 1, change resident agent and mailing address of registered office in MICHIGAN. RECEIVED FILED DEC 26 2014 CORPORATIONS DIVISION	
2. The address of the registered office 30600 TELEGRAPH ROAD STE 2345 BINGHAM FARMS MI 48025		If different from 2, change address of registered office (number, street, city, state, zip) in MICHIGAN.	
3. Signature of authorized member, manager or agent. 	Title VP-INVESTMENTS	Date 11/16/14	Phone (Optional)

Filing Fee: \$25.00

Annual Statement must be received by agency on or before February 15, 2015.

Annual Statement Must Be Signed

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management remains in the members or by an authorized agent of the domestic limited liability company.

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization.

Required by Section 207, Act 23, Public Acts of 1993, as amended.

File online at www.michigan.gov/fileonline

or mail your completed statement with a check or money order payable to the State of Michigan.

Return to: Corporations Division
P.O. Box 30768
Lansing MI 48909
(517) 241-6470



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MOBILITIE, LLC

A(n) NEVADA Limited Liability Company was validly authorized on December 12, 2006 to transact business in Michigan and that said Limited Liability Company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the Limited Liability Company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business that a domestic Limited Liability Company formed under this act may lawfully transact, except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 19th day of October, 2015

Julia Dale

Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau



GOLD SEAL APPEARS ONLY ON ORIGINAL

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
LIMITED LIABILITY COMPANY ANNUAL STATEMENT**

Exhibit B

2016

Identification Number B9261C	Limited Liability Company Name MOBITIE, LLC
Resident agent name and mailing address of the registered office NATIONAL REGISTERED AGENTS, INC.	
MI	
The address of the registered office 30600 TELEGRAPH ROAD STE 2345 BINGHAM FARMS MI 48025	

Electronic Signature		
Filed By MARK D ASKELSON	Title AUTHORIZED AGENT	Phone 877-275-2767
<input checked="" type="checkbox"/> I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.		

Payment Information		
Payment Amount \$ 25	Payment Date/Time 03/31/2016 09:50:19	Reference Nbr 71315 6802 B9261C 2016

Required by Section 207, Act 23, Public Acts of 1993

INFORMATION & INSTRUCTIONS

Annual Statement must be signed in accordance with MCL 450.4103.

For Domestic Limited Liability Companies - It may be signed by a member, if managed by members, by a manager if managed by managers, or by an authorized agent of the company.

For Foreign Limited Liability Companies - Must be signed by a person with authority to do so under the laws of the jurisdiction of its organization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Silverstone Insurance Services Jetton & Assoc Ins Svs Inc P.O. Box 1200 (Lic #0C04829) Rancho Cucamonga,, CA 91729-1200 Brent Jetton, AAI, CIC		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Federal Insurance Company	NAIC # 20281
		INSURER B : Great American E&S Ins Co	37532
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			36036868	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 1,000,000
				CONTRACTUAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73591570	11/11/2015	11/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79897229	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			71749062	11/11/2015	11/11/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab			PRE315985701	02/09/2016	02/09/2017	Aggregate 5,000,000
A	Property			36036868	11/11/2015	11/11/2016	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

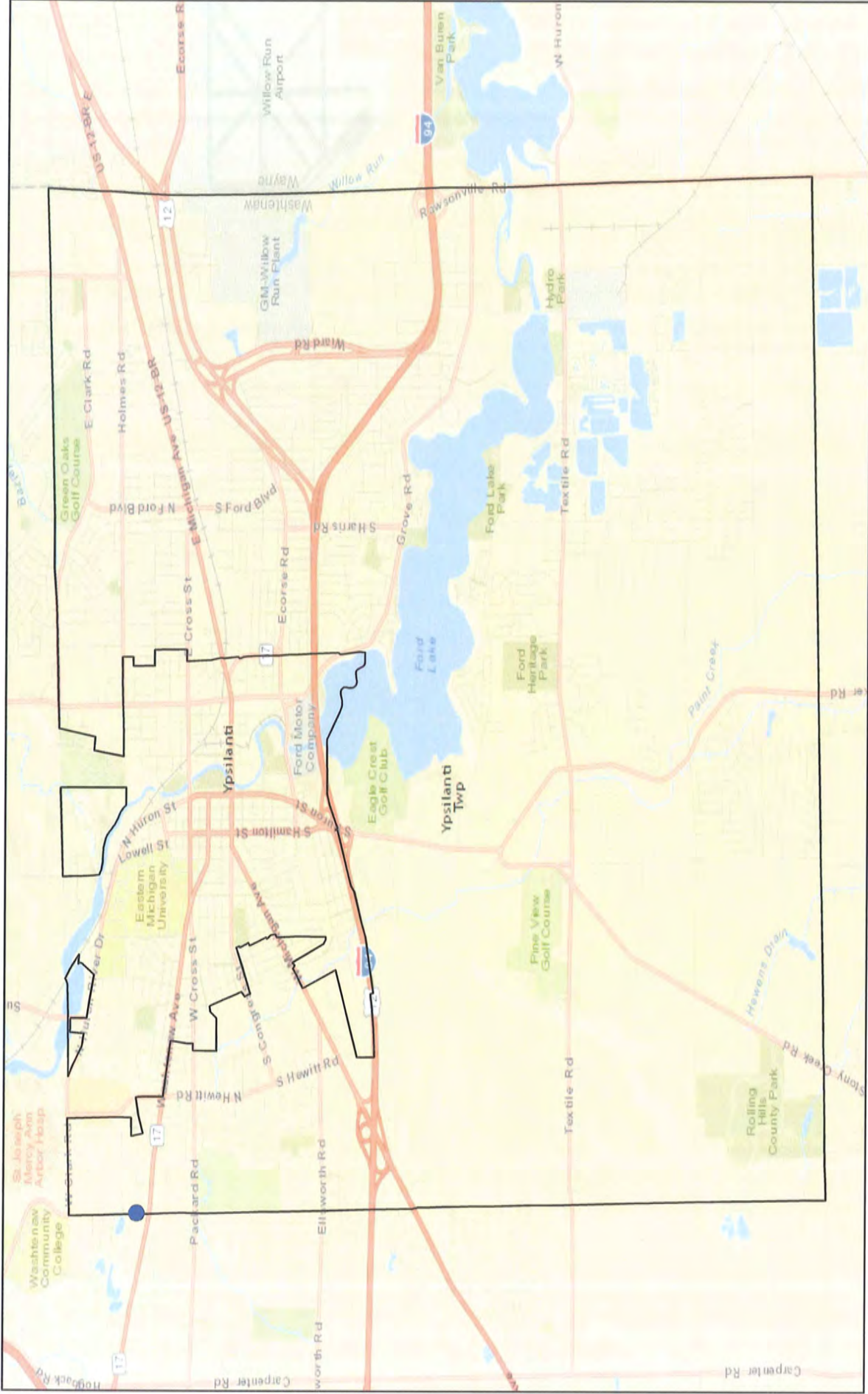
If required by written contract or agreement Charter Township of Ypsilanti is an additional insured with respects to general liability, auto liability and umbrella liability , subject to policy provisions. 30 Day notice cancellation will be provided on the general liability, auto liability, umbrella liability and workers comp, subject to policy provisions.

CERTIFICATE HOLDER <p style="text-align: center;">CHARTOY</p> <p>Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197</p>	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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**Regulated Telephone Interexchange Carriers and Competitive Access Providers
Operating in Michigan as of April 19, 2016**

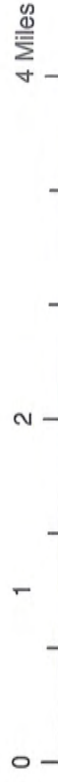
Note: If your company's email address is not listed or corrections need to be made to this list, please contact Julie Ginevan at: ginevanj@michigan.gov

Company Name and Address	Contact Information	CAP	IXC
Metropolitan Telecommunications of Michigan, Inc., dba 55 Water St. 31st Fl. New York, NY 10041	Ralph Dichy Phone: (212) 607-6323 Fax: (212) 635-5074 Email: rdichy@mettel.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michigan Network Services LLC 1677 W. Hamlin Rd. Rochester Hills, MI 48309	Amanda Robinson Phone: Fax: Email:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Midwest Communications Services, Inc. 7255 Tower Road Battle Creek, MI 49014	Larry Powell Phone: (269) 963-7173 Fax: Email: larrymcs@voyager.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mobilitie, LLC 660 Newport Center Dr. Ste. 200 Newport Beach, CA 92660	Mark Askelson Phone: (949) 999-4545 Fax: (989) 266-8905 Email:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neo Network Development Inc. 1547 Palos Verdes #298 Walnut Creek, CA 94597	Anita Taff-Rice Phone: (415) 699-7885 Fax: (925) 274-0988 Email:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral Tandem-Michigan, LLC 550 West Adams St. Ste. 900 Chicago, IL 60661	Richard Monto Phone: (312) 384-8090 Fax: (312) 346-3276 Email: rmont@inteliquent.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O1 Communications Central, LLC 5190 Golden Foothill Parkway El Dorado Hills, CA 95762	Michael Nelson Phone: (888) 444-1111 Fax: (916) 933-6958 Email: mnelson@o1.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Onvoy, LLC 10300 6th Ave N Plymouth, MN 55441	Mary Buley Phone: (952) 230-4183 Fax: (952) 230-4200 Email: mary.buley@onvoy.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Peninsula Fiber Network, LLC 1901 W Ridge Street Suite 2 Marquette, MI 49855	David McCartney Phone: (906) 226-2010 Fax: (906) 226-7102 Email: gm@pfllc.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rocket Fiber LLC 1442 Brush Street Suite 200 Detroit, MI 48226	Marc Hudson Phone: (866) 344-2339 Fax: Email: marchudson@rocketfiber.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sage Telecom Communications, LLC 10440 North Central Expressway Suite 700 Dallas, TX 75231-2228	Rocio Gonzalez Phone: (214) 495-4884 Fax: (214) 495-4790 Email:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



Legend

- Proposed Site



**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: _____
Clerk

By: _____
Its: _____
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

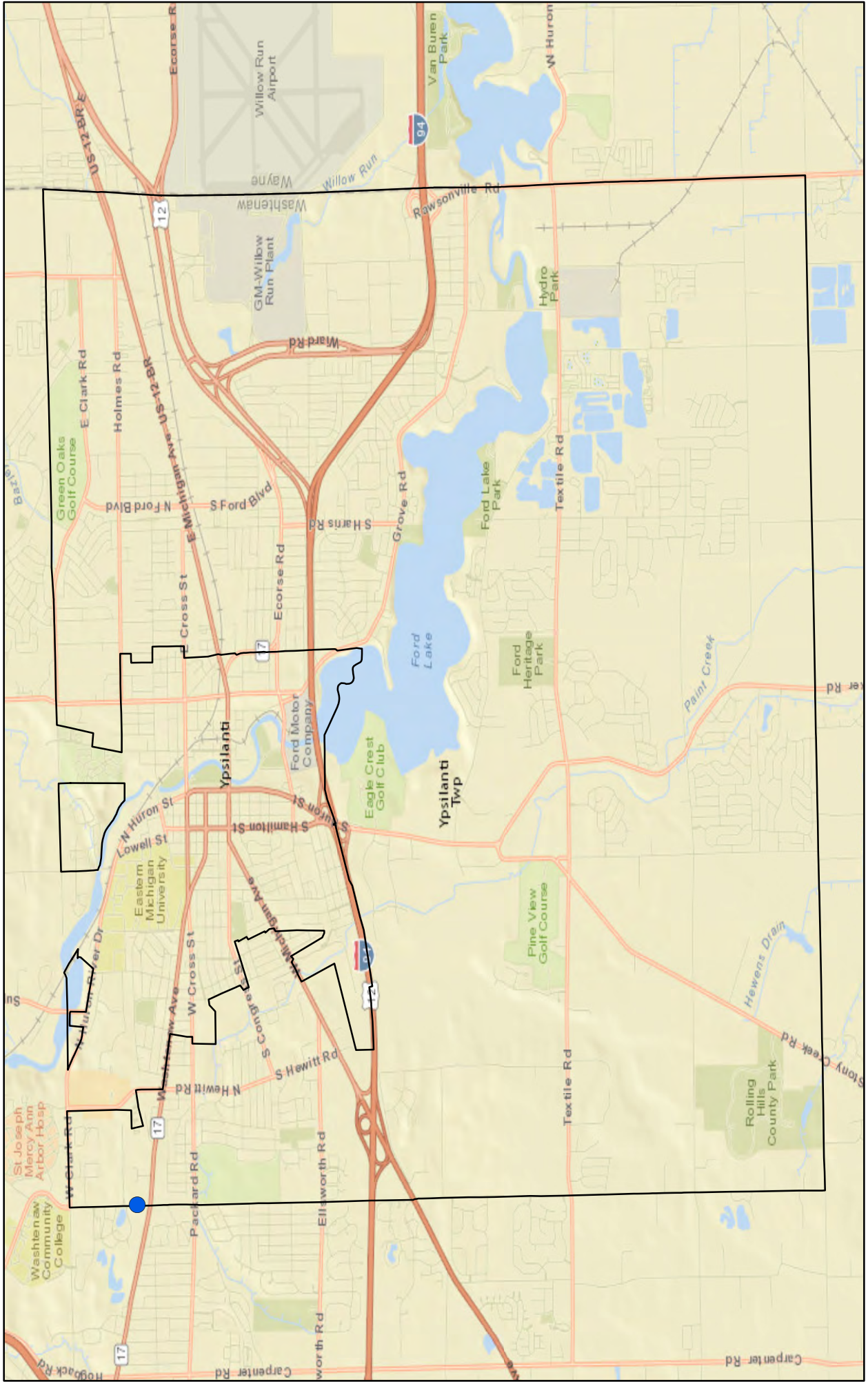
Mobilitie, LLC

By: _____
Its: _____
Date: _____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities



Legend

- Proposed Site



Exhibit B

Bond

Park Commission

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



Lonnie Scott, Chair
Keith P. Jason, Vice Chair
Debbie Swanson, Secretary
Richard Roe, Treasurer

Commissioners:
Gail Boyd-Palmer
Evan Hayes
Jimmie Maggard
Monica Ross-Williams
Jasmine Mackey

MEMORANDUM

To: Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Ypsilanti Township Board of Trustees

From: Lonnie Scott, Chair of the Ypsilanti Township Park Commission

Subject: Recommendations to the Township Board

Date: July 11, 2016

At our meeting on July 5, 2016, the Park Commission voted unanimously in favor of the following motion:

“Motion to donate \$300.00 to the Michigan Mountain Biking Association’s 501(c)3 nonprofit (MMBA.org) from unused park commission stipends to help fund improvements in Hewen’s Creek.”

When each of the Park Commissioners ran for election back in 2012 we did so to make our community and parks a better place, however for the past two years two of our park commissioners have attended no or few meetings. At the same time, several residents have put thousands of dollars and an immeasurable amount of time into maintenance, upkeep and promotion of Hewen’s Creek Park. We believe it is appropriate to use a small amount of the money that would have been used to pay Park Commissioners to donate to the fundraiser being held to continue improvements to Hewen’s Creek Park. We hope that the Township Board will agree.

Please let me know if you have any questions.



June 7, 2016

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

Re: Proposed Street Lighting – Intersection of E Clark Rd & Wiard Blvd

I have completed the review of your request for proposed lighting and have prepared a cost estimate for the installation of one street light at the intersection of E Clark Rd & Wiard Blvd. I am recommending the installation of one 65 watt Autobahn LED style fixture with gray housing mounted on a 17'-6" arm attached to an existing wood pole. Please see attached preliminary sketch.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

E Clark Rd & Wiard Blvd – 1 New Street Light on Existing Wood Pole

Annual operating cost	\$137.80
Cost to construct	\$2,060.23
Minus 3yrs revenue	(\$413.40)
Contribution from Ypsilanti Township	\$1,646.83

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. If you have questions please call me at 734-397-4188.

Sincerely,

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

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: _____	
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:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

By: _____

Name: _____

Name: _____

Title: _____

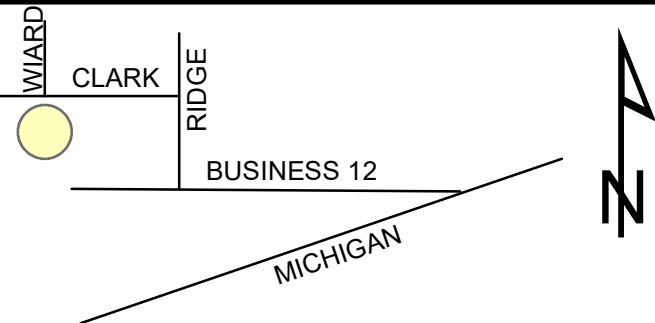
Title: _____

Attachment 1 to Purchase Agreement

Map of Location



NO MISS DIG



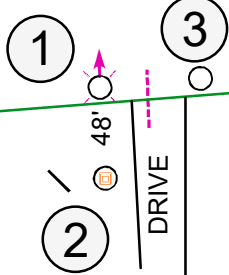
WIARD BLVD

E CLARK RD

ACTUAL DRIVEN WAY
IS 28'

C/L
ACTUAL DRIVEN WAY
IS 28'

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

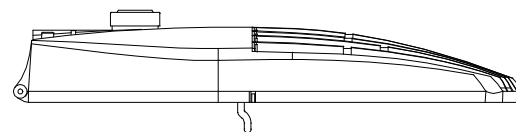
N PASADENA ST

**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	CUG	PLC					
Supervisor	Mark A Slater	Circuit #1	MOTT 8124			Circuit #2	PH	SCMAT	45419913						
Service Center	ANN	Worksite City	YPSILANTI			Worksite Twp	YPSILANTI		County	Washtenaw					
Phone	734.397.4055	JU Work to be Performed	JU			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	

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik, OCS Director
Alex Mamo, Chief Building Official
Karen Wallin, Human Resource Specialist

Re: **Request to approve filling three vacant Act 54 inspector positions in the Building Department; funding is budgeted in Fund 249 in the total amount of \$102,991 as detailed in Budget Amendment #10.**

Date: July 13, 2016

The Building Department currently has three vacant inspector positions that have been held open since 2006, 2008 and 2009 as a result of lost revenue during the recession. The positions are for building, electrical and plumbing inspectors, which require Act 54 state registration in order to enforce the various state construction codes. These positions are affiliated with the AFSCME union. At the time these positions were vacated and held open, AFSCME leadership was informed that some, or all, of the positions would be reinstated when funding was restored.

In April, the Board of Trustees approved advertising and interviewing people for these positions. Since then, qualified candidates have been identified.

The filling of these open positions is made possible by a variety of factors:

- Increasing permit revenue consistent with new development and investments in the community; revenue has exceeded projections year-to-date.
- There is a balance available in the Building Fund for start-up expenses.
- Filling the positions will eliminate most expenses for contracted inspection services.
- Cooperative agreement with the Teamsters union allowing assignment of multifamily rental inspections to AFSCME inspectors as needed.

It should be noted that although permit revenue has increased, the ability to use Act 54 inspectors to perform certain rental inspections is key to fund and sustain these positions. We intend to move forward to include multifamily units in the rental inspection program later this year, and filling these vacant Act 54 inspector positions will help make that possible.

Upon approval, OCS and Human Resources will work together to hire, equip and train qualified individuals on a mutually beneficial time line. Thank you for your thoughtful consideration.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik, OCS Director
Alex Mamo, Chief Building Official

Copy: Jeff Allen, Residential Services Director

Re: **Request to authorize the purchase of up to three vehicles through the MiDEAL program for the Office of Community Standards to accommodate new inspectors in the Building Department; funded in the Motor Pool account in an estimated amount of \$70,500 contingent upon approval of Budget Amendment #10.**

Date: July 13, 2016

The Office of Community Standards has requested approval to hire three Act 54 inspectors for the Building Department. If approved, the addition of these employees will require the purchase of new vehicles to perform their work.

In coordination with Residential Services, MiDEAL pricing has been obtained at 2015-16 prices for the following vehicles that will be suitable for this application:

Ford Escape	\$21,568 to \$22,054
Ford Edge	\$24,217
Ford Explorer	\$26,284
Chevrolet Colorado	\$22,066

It has been reported that vehicle delivery may take up to 12 weeks and pricing may be higher due to the transition to 2017 models. 2017 pricing has not yet been announced. This request is based on an average estimated cost of \$23,500 per vehicle.

It is our intent to order up to three (3) vehicles, although the models ordered will depend in part on pricing, availability and estimated delivery time. The number of vehicles purchased will depend on the outcome and timing of job offers to selected candidates to fill the new positions.

Thank you for your consideration.

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: _____

Date: _____



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
(734) 222-6850
FAX (734) 222-6715

TO: Andy Labrre, Chair
Ways & Means Committee

THROUGH: Greg Dill
Interim County Administrator

FROM: Jerry L. Clayton
Sheriff

Marc C. Breckenridge
Emergency Services Director

DATE: July 6, 2016

SUBJECT: Approval of the Restated and Amended Washtenaw County
Hazardous Materials Response Team Authority Board Agreement

BOARD ACTION REQUESTED:

It is requested that the Board of Commissioners approve the Restated and Amended Hazardous Materials Response Authority for Washtenaw County and Adjacent Communities ("Hazmat Authority") Agreement, which replaces the original agreement dated May 10, 1996. The new agreement will be valid for fifteen years.

BACKGROUND:

In August 1992, Washtenaw County was faced with an ever-increasing number of chemical accidents occurring throughout the community. When presented with the response statistics, Washtenaw County's Local Emergency Planning Committee made a formal request to the Emergency Management Director to establish a County-wide hazardous materials response team. The Director quickly called a meeting that brought together all stakeholders and interested parties. Several workgroups and committees were established, which led to the development of a tentative leadership structure including a draft inter-local agreement. The committees asked the County to assume the role of fiduciary agent and to support the effort administratively. The Emergency Management Division accepted this role as it was clear that such a team was needed in the community.

Five governmental entities ultimately agreed to form the Hazmat Authority under Michigan's Urban Cooperation Act, (MCLA 124.501, et. seq.). These entities were Washtenaw County, City of Ann Arbor, City of Ypsilanti, Ypsilanti Charter Township and Pittsfield Township. On August 7, 1996, the Washtenaw County Board of Commissioners approved Resolution #96-0157 authorizing the Chair of the Board to Sign the Inter-local Agreement creating the Hazmat Authority. This Resolution charged the Hazmat Authority Board with developing, implementing and managing a County-wide hazardous materials response team. Subsequently, the other four enabling public entities also approved the Inter-local Agreement.

Pursuant to the Urban Cooperation Act, the Inter-local Agreement was sent to the Governor's Office where it was ultimately approved by the Governor on October 23, 1996.

Soon after approval, the Hazmat Authority Board began to meet regularly and started to form the response team. \$104,414.00 was collected to fund equipment needs (\$30,000.00 was

donated by Washtenaw County as a one-time investment) and team members were recruited from Washtenaw County's local fire departments. After several months of equipment acquisition and training, the Team became response capable 24-hours a day in December, 1999.

DISCUSSION:

Washtenaw County has experienced 71 fixed-site and 301 transportation-based hazardous materials accidents since 1992 and is home to 48 commercial facilities that possess significant quantities of chemicals that are immediately dangerous to life and health if released. Our HazMat Team currently responds to chemical emergencies anywhere in Washtenaw County 24-hours a day, 7-days a week with 40 highly trained team members. The team has responded to 125 chemical emergencies over the past ten years.

The WCSO Emergency Services Division has acted as fiduciary for the Hazmat Authority and its Team since inception. The Emergency Services Director serves as the Hazmat Authority Board's Treasurer. All of Washtenaw County's services are provided in-kind to support the Hazmat Authority Board's critical mission.

The original term of the Inter-local Agreement creating the Hazmat Authority was for ten (10) years, expiring on May 10, 2006. Under Section 8.7 of the Inter-local Agreement creating the Hazmat Authority, the parties to the Agreement agreed to extend the Hazmat Authority and Team for an additional ten (10) years in May of 2006 (Resolution #06-0070).

On April 19, 2016, the Washtenaw County Hazardous Materials Response Team Authority Board unanimously agreed to continue working collaboratively under the Urban Cooperation Act for an additional fifteen years. It is proposed that the Washtenaw County Board of Commissioners, along with the other existing four enabling governmental entities, approve a new agreement valid for fifteen (15) years, expiring in 2031. Changes made to the original Agreement are:

- ARTICLE ONE – RECITALS was divided into RECITALS, and ARTICLE ONE – NAME AND PURPOSE; and these sections were revised to more clearly explain the transition from the original agreement to the new agreement
- Section 3.1 "The Charter Township of Pittsfield Fire Marshall" was changed to read "The Charter Township of Pittsfield Fire Chief" [title change only]
- Section 3.6, the second sentence now reads, "Action is to be taken by the affirmative vote of a majority of a quorum."
- Section 4.1, the departmental names were updated/corrected for the Office of Water Resources Commissioner, Washtenaw County Sheriff Emergency Services Division and Washtenaw County Environmental Health Division
- Section 4.3, same as above, add "of a quorum" to the end of the sentence.
- Extent of Agreement under ACTICLE EIGHT – MISCELLANEOUS was updated to read "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."
- Section 8.5 was changed from a ten year to a fifteen year Agreement duration, commencing on the date of execution of the Agreement
- "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." was added as the conclusion to this agreement.

All other terms and conditions of the original Inter-local Agreement remain unchanged.

By approving the new agreement, the Board of Commissioners would insure that the Hazmat Authority and Team would continue to seamlessly provide the critical response to hazardous materials incidents that the citizens of the County have come to expect.

IMPACT ON PERSONNEL:

If the resolution is approved, the WCSO Emergency Services Division would continue to provide in-kind fiduciary services (budget, purchasing and payables) to the Hazmat Authority and Team.

IMPACT ON BUDGET:

Approval would have no impact on the County's general fund.

The Team's primary funding sources are:

- Annual dues paid by participating agencies to offset recurring insurance costs
- Cost recovery assessments wherein the team invoices the requesting fire department for response expenses; the fire department in-turn bills the responsible party under their locally adopted cost recovery ordinance
- Fees for special services provided (air quality monitoring at Michigan Stadium during football games, soccer matches and presidential visits, for example)
- Fundraising activities

The HazMat Team fund balance has been stable for a significant period, following a few lean years immediately after the team went operational in December of 1999.

HazMat Team Fund Balance	
2000	\$42,028
2001	\$66,931
2002	\$99,824
2003	\$106,040
2004	\$104,414
2005	\$117,372
2006	\$137,520
2007	\$158,220
2008	\$109,263
2009	\$100,906
2010	\$68,455
2011	\$86,944
2012	\$93,632
2013	\$124,667
2014	\$128,808
2015	\$123,661
2016	\$107,726

The Washtenaw County Homeland Security Task Force has also played an important role in the financial and operational success of the Hazardous Materials Response Team. The Task Force was created in 2005 to approve funding recommendations for homeland security grant projects designed to enhance our county's ability to respond effectively to major disasters. The Task Force then functions in an oversight capacity to ensure that these federal funds are utilized as intended. To date, the HazMat Team has received \$773,162 in Task Force approved homeland security project and specialty team sustainment funds.

IMPACT ON INDIRECT COSTS:

There are no indirect costs associated with this Resolution.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

Washtenaw County's fire departments would continue to provide trained firefighters to staff the team or provide funding in-lieu of personnel. These agencies also recover their personnel expenses through local cost recovery ordinances.

CONFORMITY TO COUNTY POLICIES:

The proposed Resolution conforms to all County Policies and Procedures.

ATTACHMENTS:

- Restated and Amended Hazardous Materials Response Authority Agreement for Washtenaw County and Adjacent Communities
- Original documentation establishing the creation of the Hazardous Materials Response Authority for Washtenaw County and Adjacent Communities
- Resolution

A RESOLUTION AUTHORIZING THE CHAIR OF THE WASHTENAW COUNTY BOARD OF COMMISSIONERS TO SIGN THE "RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES" FOR A FIFTEEN (15) YEAR DURATION, EXPIRING IN 2031

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 6, 2016

WHEREAS, Washtenaw County has experienced 71 fixed-site and 301 transportation-based hazardous materials accidents since 1992 and is home to 48 commercial facilities that possess significant quantities of chemicals that are immediately dangerous to life and health if released; and

WHEREAS, on August 7, 1996 the Washtenaw County Board of Commissioners approved Resolution # 96-0157 authorizing the Chair of the Board to sign an Inter-local Agreement pursuant to the Urban Cooperation Act (MCLA 124.501 et. Seq.) to create a new legal entity known as the Washtenaw County Hazardous Material Response Authority ("Hazmat Authority"); and

WHEREAS, the City of Ann Arbor, City of Ypsilanti, Charter Township of Ypsilanti and Pittsfield Charter Township also approved the Inter-local Agreement to create the Hazmat Authority; and

WHEREAS, beginning in 1997 the Hazmat Authority recruited members from Washtenaw County's fire departments that would attend extensive training and serve on the Hazmat Team; and

WHEREAS, the HazMat Team currently responds to chemical emergencies anywhere in Washtenaw County 24-hours a day, 7-days a week with 40 highly trained team members and It has responded to 125 chemical emergencies over the past ten years; and

WHEREAS, the Inter-local Agreement provided that the Agreement would be for a ten (10) year duration, and each of the five enabling governmental entities subsequently extended this Agreement (Resolution #06-0070) for an additional ten (10) years; and

WHEREAS, On April 19, 2016, the Washtenaw County Hazardous Materials Response Team Authority Board unanimously agreed to continue to work collaboratively under the Urban Cooperation Act for an additional fifteen (fifteen) year duration

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners authorizes the Chair of the Board to sign the attached "Restated and Amended Hazardous Materials Response Authority Agreement for Washtenaw County and Adjacent Communities" for a period of fifteen (15) years, expiring in 2031.

OTHER BUSINESS

AUTHORIZATIONS AND BIDS



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Fire Chief Eric Copeland

Date: July 13, 2016

Subject: Authorization to accept bids for replacement of two furnaces and air conditioning units at 222 S. Ford Boulevard (Fire Headquarters) budgeted in line item: #206-970-000-971.008 for **CAPITAL OUTLAY – PROPERTY IMPROVEMENT - FY 2016.**

The HVAC units located at Fire HQ are original units installed in 1992. Currently two of the four furnace units are inoperable: 1) West – heating the entire west wing of HQ, and 2) Center E – heating the Officers offices, Secretary and eastern half of dormitory. The remaining two units are budgeted for replacement in 2017.

For any questions about the specifications, please contact Fire Chief Eric Copeland (734) 368-6769, or Lt. Steve Wallgren (734) 255-9014.