

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 REGULAR MEETING

Supervisor Stumbo called the meeting to order at approximately 7:04 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM – CREATION OF NEIGHBORHOOD CAMERA/STREETLIGHT SPECIAL
ASSESSMENT DISTRICT FOR THE MANORS AT CREEKSIDE VILLAGE
(PUBLIC HEARING SET AT THE APRIL 18, 2017 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn the Public Hearing

The motion carried unanimously.

PUBLIC COMMENTS

JoAnn McCollum, Township Resident thanked the Board for putting the signs out in her neighborhood regarding street sweeping. Ms. McCollum stated the West Willow Association received a grant from the Ann Arbor Realtors Board called Place Making. She said the grant was given to enhance the parks in the neighborhood so more residents would utilize them. Ms. McCollum said they were give \$1,500.00 to put something in the park, which would get people to use the park. She said talking with residents they decided to build a shelter near the children's play area. She said that this shelter was to be built using the \$1,500.00 grant and another grant they were to receive. Ms. McCollum said the second grant fell through and now they do not have enough funds to build the shelter. She said she attended the Park Commission meeting and they are in favor of helping them but would need approval from the Township Board. Ms. McCollum asked the board to support this project.

Supervisor Stumbo stated that the Park Commission usually sends a letter to the Township Board when they are in favor of a project. Supervisor Stumbo suggested benches as a possible alternative to a shelter.

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CONSENT AGENDA

A. MINUTES OF THE APRIL 18, 2017 WORK SESSION AND REGULAR MEETING AND THE April, 27, 2017 SPECIAL MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MAY 2, 2017 IN THE AMOUNT OF \$420,086.96**
- 2. STATEMENTS AND CHECKS FOR MAY 16, 2017 IN THE AMOUNT OF \$1,213,256.99**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2017 IN THE AMOUNT OF \$51,875.88**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2017 IN THE AMOUNT OF \$1,207.50**

C. APRIL 2017 TREASURER'S REPORT

A motion made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters confirmed the Township received the final \$300,000.00 from the development agreement between the Township and WRAD and the American Center for Mobility. He stated that the \$300,000.00 was final amount due for a total of \$1,000,000.00 and was utilized by the Township to defray the cost of the Tyler Dam removal and resulted in the Township not having to levy a tax against the persons who would be most affected by the removal which was a number of our residents.

Attorney Winters stated that the Township's work with Habitat for Humanity continues as we close on the properties the township purchased through the right of first refusal. Attorney Winters said the Township continues to have vacant homes that are owned by banks that simply are sitting in limbo. He said they are continuing to identify the vacant houses and have them registered making sure they are being maintained and hopefully sold to new homeowners.

Attorney Winters stated the firefighters negotiations are continuing.

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NEW BUSINESS

1. BUDGET AMENDMENT #8

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #8 (see attached).

The motion carried unanimously.

2. AUTHORIZATION TO APPROVE CONSENT JUDGMENT BETWEEN LAMAR ADVERTISING OF MICHIGAN, INC. AND THE CHARTER TOWNSHIP OF YPSILANTI

Attorney Winters explained the nature of this lawsuit.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Authorization to Approve Consent Judgment Between Lamar Advertising of Michigan, Inc. and the Charter Township of Ypsilanti.

The motion carried unanimously.

3. FIRST READING OF MOON STAR LEASING, LLC REZONING REQUEST OF PARCELS K-11-01-100-026, K-11-01-100-027, K-11-01-100-029, K-11-01-100-030 LOCATED AT THE NORTHWEST CORNER OF E. MICHIGAN AVENUE AND HOLMES ROAD FROM B-3 GENERAL BUSINESS TO I-1 LIGHT INDUSTRIAL

A motion was made by Clerk Lovejoy, supported by Treasurer Doe to Deny First Reading of Moon Star Leasing, LLC Rezoning Request of Parcels K-11-01-100-026, K-11-01-100-027, K-11-01-100-029, K-11-01-100-030 Located at the Northwest Corner of E. Michigan Avenue and Holmes Road From B-3 General Business to I-1 Light Industrial based on the recommendation of the Planning Commission and the Planning Consultants.

Clerk Lovejoy Roe read the memo from Mr. Carlisle, Township Planner stating the reasons for not approving this request (see attached).

Doug Swatosh, Attorney for the Petitioner, stated the properties all around these parcels were zoned I-1 and having this proposed business would not affect the area businesses negatively. He explained why the vision of the township for this area was not feasible. He said realistically the property would be hard to develop because of its' shape.

Trustee Jarrell Roe stated she appreciates what Mr. Swatosh stated but she would stick to the townships' master plan for this area especially since it is the gateway into our community from Canton.

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Supervisor Stumbo stated she concurs with the Planning Commission regarding not rezoning this property. She said there would be upcoming meetings for the Michigan Avenue corridor regarding economic development and that would be the time for the business owners and the landowners to look at that corridor for future development. Supervisor Stumbo stated that she believed the area would develop in the way the Township envisions it as outlined in the Master Plan.

Trustee Jarrell Roe said that Mr. Carlisle stated in his memo there were other areas within the township that were zoned for this type of a business and she hoped they would consider still doing business in Ypsilanti Township.

The motion carried unanimously.

4. REQUEST OF MICHAEL RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$52,432.00 BUDGETED IN LINE ITEM #266-301-000-831-008

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Michael Radzik, Director Office of Community Standards to Approve Two Contracts with the Washtenaw County Sheriff's Office to Facilitate Collaborative Sharing of School Resource Deputies for Summer Months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the Amount of \$52,432.00 Budgeted in Line Item #266-301-000-831-008 (see attached).

The motion carried unanimously.

5. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF AN ACCESS AGREEMENT BETWEEN WILLOW RUN BUSINESS CENTER II, LLC C/O INSITE REAL ESTATE LLC, THE WASHTENAW COUNTY WATER RESOURCE COMMISSION AND YPSILANTI TOWNSHIP FOR CONSTRUCTION ACTIVITIES RELATED TO THE TYLER POND DRAWDOWN

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Michael Saranen, Hydro Operations for Approval of an Access Agreement Between Willow Run Business Center II, LLC C/O Insite Real Estate LLC, the Washtenaw County Water Resource Commission and Ypsilanti Township for Construction Activities Related to the Tyler Pond Drawdown (see attached).

The motion carried unanimously.

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- 6. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH HOPPE DESIGN FOR ARCHITECTURAL SERVICES INCLUDING PLANS, BID DOCUMENTS, AND OVERSIGHT OF THE BIDDING PROCESS IN COMPLIANCE WITH ADA GUIDELINES AT THE CIVIC CENTER IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Jeff Allen, Residential Services Director for Approval of Professional Services Contract with Hoppe Design for Architectural Services Including Plans, Bid Documents, and Oversight of the Bidding Process in Compliance with ADA Guidelines at the Civic Center in the Amount of \$5,000.00 Budgeted in Line Item #101-956-000-801-000 Contingent on Attorney Review and Signing of Agreement (see attached)

The motion carried unanimously.

- 7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF AGREEMENT WITH MSDS-ONLINE FOR ONLINE STORAGE OF SAFETY DATA SHEETS (SDS) IN THE AMOUNT OF \$1,000.00 PER YEAR FOR THREE YEARS AND \$1,000.00 FOR INITIAL DATA INPUT BUDGETED IN LINE ITEM #101-227-000-960-000**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request of Jeff Allen, Residential Services Director for Approval of Agreement with MSDS-Online for Online Storage of Safety Data Sheets (SDS) in the Amount of \$1,000.00 per year for Three Years and \$1,000.00 for Initial Data Input Budgeted in Line Item #101-227-000-960-000 (see attached)

The motion carried unanimously.

- 8. REQUEST TO APPROVE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN PARTRIDGE CREEK SUBDIVISION, ON FOREST AVENUE BETWEEN FORD BOULEVARD TO MIDWAY ROAD AND EMERSON AVENUE AND OUTER LANE AS OUTLINED IN THE AGREEMENT IN AN ESTIMATED AMOUNT OF \$132,300.00 AND BUDGETED IN LINE ITEM #101-446-000-18-022**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request to Approve Second Agreement with the Washtenaw County Road Commission for Local Road Improvements in Partridge Creek Subdivision, on Forest Avenue between Ford Boulevard to Midway Road and Emerson Avenue and Outer Lane as Outlined in the Agreement in an Estimated Amount of \$132,300.00 and Budgeted in Line Item #101-445-000-818-022 (see attached).

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The motion carried unanimously.

**9. RESOLUTION 2017-09, TEMPORARY ROAD CLOSURE REQUEST FOR
OBERUN 5K ON JULY 14, 2017**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2017-09, Temporary Road Closure Request for Oberun 5K on July 14, 2017 (see attached).

The motion carried unanimously.

**10. RESOLUTION 2017-10, TEMPORARY ROAD CLOSURE REQUEST FOR
RUNNING FIT "RUN SCREAM RUN" 5K, 10K AND KID'S MILE RUN ON
OCTOBER 7, 2017**

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Resolution 2017-10, Temporary Road Closure Request for Running Fit "Run Scream Run" 5K, 10K, and Kid's Mile Run on October 7, 2017 (see attached).

The motion carried unanimously.

**11. RESOLUTION 2017-12, IN HONOR OF NATIONAL POLLINATOR WEEK JUNE
11-17, 2017**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Resolution 2017-12, in honor of National Pollinator Week June 11-17, 2017 (see attached).

The motion carried unanimously.

**12. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JUNE 20, 2017 AT
APPROXIMATELY 7:00PM – AMENDMENT OF LAKEVIEW STREETLIGHT
DISTRICT #207**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request to Set a Public Hearing Date of Tuesday, June 20, 2017 at Approximately 7:00pm – Amendment of Lakeview Streetlight District #207.

The motion carried unanimously.

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A motion was made by Treasurer Doe, supported by Trustee Wilson to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 7:45p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #8**

May 16, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$257,491.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 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	\$3,302.00
		Net Revenues	<u><u>\$3,302.00</u></u>
Expenditures:	Salaries pay out -PTO	101-253-000-708.004	\$3,067.00
	FICA	101-253-000-715.000	\$235.00
		Net Expenditures	<u><u>\$3,302.00</u></u>

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 18.5 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	\$445.00
		Net Revenues	<u><u>\$445.00</u></u>
Expenditures:	Salaries pay out -PTO	101-371-000-708.004	\$413.00
	FICA	101-371-000-715.000	\$32.00
		Net Expenditures	<u><u>\$445.00</u></u>

Request to increase re-budget for continuation of the Washtenaw Avenue CDBG project. This is to acquire the necessary easements relating to the Washtenaw Avenue Sidewalk Infill Project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:			
	Highways Street Sidewalk Construction	101-446-000-818.022	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #8**

May 16, 2017

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase budget for Agreement with Washtenaw County Road Commission for road improvements on the following; Partridge Creek Subdivision, Forest Avenue, and Emerson Avenue and Outer Lane Drive. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$132,300.00
		Net Revenues	<u>\$132,300.00</u>

Expenditures:	Highways Street Sidewalk Construction	101-446-000-818.022	\$132,300.00
		Net Expenditures	<u>\$132,300.00</u>

Request to re-budget the approved engineering services of Stantec for phase #4 of the Tyler Dam Pond. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$51,944.00
		Net Revenues	<u>\$51,944.00</u>

Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971.100	\$51,944.00
		Net Expenditures	<u>\$51,944.00</u>

Request to re-budget approved funds for the Veteran's Drive Project. This will complete the project in 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$49,500.00
		Net Revenues	<u>\$49,500.00</u>

Expenditures:	Capital Outlay - Veterans Drive	101-970-000-976-007	\$49,500.00
		Net Expenditures	<u>\$49,500.00</u>

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase	<u>\$445.00</u>
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Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 18.5 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$445.00
		Net Revenues	<u>\$445.00</u>

Expenditures:	Salaries pay out -PTO	248-248-000-708.004	\$413.00
	FICA	248-248-000-715.000	\$32.00
		Net Expenditures	<u>\$445.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #8**

May 16, 2017

249 - BUILDING DEPARTMENT FUND

Total Increase \$888.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 37 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$888.00
		Net Revenues	<u><u>\$888.00</u></u>
Expenditures:	Salaries pay out -PTO	249-249-000-708.004	\$825.00
	FICA	249-249-000-715.000	\$63.00
		Net Expenditures	<u><u>\$888.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,776.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 74 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	\$1,776.00
		Net Revenues	<u><u>\$1,776.00</u></u>
Expenditures:	Salaries pay out -PTO	266-301-000-708.004	\$825.00
	FICA	266-301-000-715.000	\$63.00
	Salaries pay out -PTO	266-304-000-708.004	\$825.00
	FICA	266-304-000-715.000	\$63.00
		Net Expenditures	<u><u>\$1,776.00</u></u>

590 - COMPOST FUND

Total Increase \$3,575.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 122 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$3,575.00
		Net Revenues	<u><u>\$3,575.00</u></u>
Expenditures:	Salaries pay out - PTO	590-590-000-708.004	\$3,321.00
	FICA	590-590-000-715.000	\$254.00
		Net Expenditures	<u><u>\$3,575.00</u></u>

Motion to Amend the 2017 Budget (#8):

Move to increase the General Fund budget by \$257,491 to \$9,387,436 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund budget by \$445 to \$320,069 and approve the department line item changes as outlined.

Move to increase the Building Fund budget by \$888 to \$730,510 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,776 to \$7,026,743 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$3,575 to \$530,109 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Benjamin R. Carlisle, AICP, Township Planner

Re: **Request to consider Planning Commission's recommendation to deny the rezoning from B-3 General Business to I-1 Light Industrial for four parcels located at the northwest corner of E. Michigan Avenue and Holmes Road; parcels K -11-01-100-026, K -11-01-100-027, K -11-01-100-029, and K -11-01-100-030.**

Date: May 1, 2017

An application was submitted to rezone four parcels (3045 Holmes and 3075, 3089 and 3097 E. Michigan Avenue) from B-3 General Business to I-1 Light Industrial. If rezoned, the proposed use of the site is for a private truck terminal with a warehousing building, an administrative building, a truck wash, an above ground diesel filling station, a truck repair shop, overnight truck parking and a rest area building. However if rezoned, the rezoning would allow all principal permitted uses and uses permitted subject to special conditions in the I-1 Light Industrial zone (see attached). Those uses range from manufacturing to farming to auto body repair to metal plating.

Location of Subject Property



CHARTER TOWNSHIP OF YPSILANTI

Staff Analysis

Staff recommended that the Planning Commission recommend denial of the proposed rezoning based on the following findings:

1. The proposed rezoning is not consistent with the 2014 Master Plan Update, the Future Land Use Map and the Ecorse Road and East Michigan Avenue Corridor Plan.
2. The proposed rezoning is not compatible with the site's physical, geological, hydrological and other environmental features.
3. All uses permitted in the proposed zoning district, I-1, are not compatible with surrounding uses and zoning in terms of land suitability, impacts on the environment, nature of use, aesthetics, and potential influence on property values compared to uses permitted under current B-3 zoning.
4. The township has sufficient land, appropriately zoned and available, to meet the demand for the types of uses permitted in I-1 district.

Please see the attached April 18, 2017 staff report for more details.

Planning Commission Consideration

The Planning Commission considered the matter on April 25, 2017. At that meeting the Planning Commission accepted the staff report, listened to a presentation from the applicant, held a public hearing, and considered public comment. After discussion, the Planning Commission voted 5-0 to recommend denial of the rezoning.

Staff supports the Planning Commission recommendation to deny the proposed rezoning at the northwest corner of E. Michigan Avenue and Holmes Road.

Thank you for your consideration.



Benjamin R. Carlisle, AICP
Township Planner

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 29, 2017 THROUGH AUGUST 27, 2017

AGREEMENT is made this 19 April 2017 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 29, 2017 through August 27, 2017 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 29, 2017 and concluding on August 27, 2017, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 29, 2017 and continue through August 27, 2017.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$25,556.75, payable by the Township as follows: June invoice--\$879.31; July invoice--\$13,189.67; and August invoice--\$11,487.77;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo 5-17-17
Brenda Stumbo (DATE)
Supervisor

By: _____
Greg Dill (DATE)
County Administrator

By: Karen Lovejoy Roe 5-17-17
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: Benjamin Edmondson 4/25/17
Ben Edmondson (Date)
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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

**AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 26, 2017 THROUGH AUGUST 27, 2017**

AGREEMENT is made this 19th day of April 2017 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 26, 2017 through August 27, 2017 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 26, 2017 and concluding on August 27, 2017, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 26, 2017 and continue through August 27, 2017.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$26875.44, payable by the Township as follows: June invoice--\$2198.00; July invoice--\$13,189.67; and August invoice--\$11,487.77;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo 5-17-17
Brenda Stumbo (DATE)
Supervisor

By: _____
Greg Dill (DATE)
County Administrator

By: Karen Lovejoy Roe 5-17-17
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: Sean R. McNatt
Sean McNatt
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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

ACCESS AGREEMENT – WILLOW RUN BUSINESS CENTER

(rev. May 2, 2017)

This Access Agreement ("Agreement") is made between Charter Township of Ypsilanti, 720 S. Huron River Drive, Ypsilanti, MI 48197 ("Township"); Willow Run Business Center II, L.L.C. ("Grantor"); and Washtenaw County Water Resources Commission ("WCWRC"). Grantor, Township and WCWRC may be referred to in this Agreement individually as "Party" and collectively as "Parties."

Grantor is the owner of the property located along the south bank of Tyler Pond, south of Airport Road ("Property"), a description of which is attached as Exhibit 1. The Property is adjacent to property owned by the Township. Grantor is willing to grant access to the Property to the Township, WCWRC and their respective successors, assigns, employees, consultants, contractors, subcontractors, and other agents (collectively, "Representatives") subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **Easement:** Grantor grants to the Township, WCWRC and their Representatives a non-exclusive easement to enter upon the Property solely to perform Permitted Activities, (as defined below). Nothing in this Agreement shall limit Grantor's rights or its tenant's rights to access (or provide others access) onto the Property.
2. **Permitted Activities:** The Township, WCWRC and their Representatives may access the Property to perform the scope of work as set forth in Exhibit 2 (project drawings). Modifications to the scope or work, if any, will be provided to Grantor for review and approval prior to implementation. Permitted Activities shall include: utility location, grading, excavation and construction related to permanent draw down of Tyler Pond, and a man-made impoundment of Willow Creek. Grantor agrees that the Michigan Department of Environmental Quality ("MDEQ") and their agents, contractors and employees may access the Property for the purpose of overseeing or supervising permitted Activities; subject to the provisions contained herein. All Permitted Activities and access to the Property is limited to the area located on the easterly side of the fence adjacent to Tyler Pond.
3. **Term:** This Agreement shall be effective on the date on which it is signed below by the latter of the three Parties ("the Effective Date"), and shall expire upon completion of the Permitted Activities or the passage of five (5) years, whichever is sooner, except for provisions expressly designated in this Agreement as surviving the expiration date.
4. **Operations:** In completing the Permitted Activities:
 - a. The Township and WCWRC shall use all commercially reasonable efforts to avoid: (i) damage to the Property (and persons and personal property thereon); (ii) interference with Grantor's or any other party's operations at the Property; and (iii) to the fullest extent possible, access to the Property by any unauthorized persons.
 - b. Grantor shall use all commercially reasonable efforts to avoid interference with the Township's and WCWRC's operations at the Property.
 - c. The Township and WCWRC shall: (i) comply with all applicable laws, reasonable written procedures established in advance by Grantor and the requirements of any insurance carriers insuring the Property or any interests therein that are communicated to the Township and WCWRC in writing in advance, including providing certificates of insurance reasonably acceptable to Grantor; and (ii) obtain all permits required for the Permitted Activities and promptly deliver copies to Grantor at Grantor's request.
 - d. The Township and WCWRC shall repair any damage to the Property resulting from the Permitted Activities within thirty (30) days before the expiration of this Agreement, and shall leave the Property in substantially the same condition it was on the date of the execution of this Agreement.

5. **Indemnification:**

- a. The Township and WCWRC, jointly and severally, shall release, indemnify, defend, and hold Grantor harmless from and against claims, losses, damage, injuries, liabilities, fines and penalties, (collectively, "Claims") arising from the negligence or willful misconduct in the performance of the Permitted Activities conducted by the Township, WCWRC or its Representatives.
- b. Grantor shall indemnify, defend, and hold the Township, WCWRC, and its Representatives harmless from and against all Claims arising out of: (i) the breach by Grantor of its obligations under this Agreement, or (ii) the negligence or willful misconduct of Grantor or its agents, contractors or employees.
- c. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall an indemnifying party be liable to the other for: (i) consequential damages or lost income, value or profits or punitive or treble damages of any type or manner, even if foreseeable; and (ii) any Claim arising from the act or omission of the indemnified party.

6. **Notice:**

- a. The Township, WCWRC or its Representatives will notify Grantor, a minimum of forty-eight (48) hours before accessing the Property to complete Permitted Activities. In the event of any emergency or where otherwise required by law, the Township and WCWRC shall make reasonable efforts to notify Grantor before accessing the Property. Notices regarding accessing the Property to complete Permitted Activities, or in the event of an emergency or where otherwise required by law, shall be made by electronic mail or telephone.
- b. All other notices required to be given pursuant to this Agreement shall be sent by certified or registered mail, or by an overnight courier (Federal Express or U.P.S.), along with an electronic mail copy to the following addresses:

To WCWRC:

Washtenaw County Water Resources Commissioner
705 N. Zeeb Road
Ann Arbor, MI 48107-8645
<Attn: >
<NEED EMAIL ADDRESS>

To the Township:

Clerk's Office
Charter Township of Ypsilanti
Township Civic Center
7200 S. Huron River Drive
Ypsilanti MI, 48197
<Attn: >
<NEED EMAIL ADDRESS>

And

To Grantor:

Willow Run Business Center II, L.L.C.
c/o InSite Real Estate, L.L.C.
1400 16th St. STE 300
Oak Brook, IL 60523
Attn: Aaron Schlott- Industrial Property Manager
Email: aschlott@insiterealestate.com

With a copy to:

Willow Run Business Center II, L.L.C.
c/o InSite Real Estate, L.L.C.
1400 16th St. STE 300
Oak Brook, IL 60523
Attn: Robin Rash-Chief Legal Officer
Email: rrash@insiterealestate.com

7. **Governing Law:** Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in courts of the State of Michigan.
8. **Entire Agreement:** The terms and conditions of this Agreement shall not be modified other than by a written agreement signed by both parties, all of which together with this Agreement and Exhibits constitute a fully executed agreement.
9. **Severability:** If any term of this Agreement is found to be unenforceable in any jurisdiction, then such term shall be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms this Agreement shall remain in full force and effect.
10. **Assignability:** Neither this Agreement, nor any rights hereunder, may be assigned, whether voluntarily or by operation of law, except in strict compliance with the provisions hereof.
11. **Cost of Enforcement:** In the event any declaratory or other legal or equitable action instituted between Grantor, Township and WCWRC in connection with this Agreement, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees and costs.
12. **Survival:** The terms and conditions provided herein survive the expiration of this Agreement.
13. **Record Drawings:** The Township and WCWRC shall provide to Grantor a copy of all drawings of the project.

The Parties or their duly authorized representatives hereby represent and warrant that each has the requisite authority to execute this Agreement and has done so on the date specified below.

GRANTOR:

WILLOW RUN BUSINESS CENTER II, L.L.C.

By: [Signature]

Title: MANAGER

Date: MAY 18, 2017

[Signature]
APPROVED BY FORM
Michael A. Sievertson

TOWNSHIP:

CHARTER TOWNSHIP OF YPSILANTI

By: [Signature]

Title: Supervisor

Date: MAY 17, 2017

WCWRC:

WASHTENAW COUNTY WATER RESOURCES
COMMISSIONER

By: [Signature]

Title: ENGINEERING SUPERVISOR

Date: MAY 31, 2017

May 23, 2017

Mr. Jeff Allen
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197-7007

Re: Charter Township of Ypsilanti
Civic Center Interior Improvements
7200 S. Huron River Drive, Ypsilanti Township, MI 48197

Dear Mr. Allen:

Thank you for the opportunity to submit this proposal for Professional Design services for the above named project. Our understanding of the project is as follows.

PROJECT UNDERSTANDING

Ypsilanti Township, intends to make improvements at their Civic Center at the above address. The improvements include the following. At the customer counter on the first floor, a portion is to be removed and replaced with a barrier free accessible counter and accompanying gate. At the customer counter on the second floor, a portion is to be removed and replaced with a barrier free accessible counter. At the board room, barrier free seating is to be installed along the last row along with revisions to the door hardware to allow access into the boardroom.

SCOPE OF BASIC SERVICES:

HOPPE Design, LLC proposes to provide Professional Design Services as follows:

Measure Existing Building: HOPPE Design, LLC will measure the relevant portions of the existing building and will prepare a digital base floor plan for each area.

Schematic Floor Plans and Elevations: HOPPE Design, LLC will prepare preliminary partial floor plans to be used to explain the general concept of the layouts. HOPPE Design LLC will submit the design to the Township for a preliminary review.

Architectural Working Drawings: HOPPE Design, LLC will prepare architectural working drawings to be used for permitting, bidding and construction. These documents will include partial floor plans, interior elevations, millwork sections, door hardware schedule if required, and details. A technical product specification spreadsheet will be included.

Specifications: HOPPE Design, LLC will provide a written project manual that will include front end material as provided by Ypsilanti Township as well as limited technical specifications.

Bidding: HOPPE Design, LLC will assist Ypsilanti Township in reviewing the documents with the bidders, issue addenda to the construction documents and assist Ypsilanti Township in negotiating a contract for construction.

Contract Administration: HOPPE Design, LLC will provide limited contract administration services to include preparation of a punchlist. Limited contract administration will include phone discussions with the contractor during construction; a final site review; and preparation of a punchlist.

Deliverables

HOPPE Design, LLC will provide a pdf version of the drawings. All printed copies of drawings or specifications will be provided by the Township.

ASSUMPTIONS AND RESPONSIBILITIES

This agreement is based upon the following assumptions and description of responsibilities.

The remainder of Construction Contract Administration services and Approval Assistance are not included in this agreement and will be provided only after receipt of a signed amendment to this agreement.

Ypsilanti Township is responsible for all permitting fees.

If changes are required to the fire suppression system, such design will be by others under a separate agreement.

Ypsilanti Township will be responsible for preparation, submittal, representation and revisions necessary to acquire permitting from the township municipal government.

Those services shown on the attached list of available services that are not explicitly described under the scope of basic services above are excluded and will not be provided under this agreement without a signed amendment to the contract.

FEE:

The architect shall receive fifty percent payment prior to commencement and fifty percent upon completion of the execution of an agreement with a general contractor.

Compensation for Services rendered shall be based on the lump sum of:

Five thousand dollars (\$5,000).

Additional Services that are agreed to by the owner and architect in writing will be compensated at the rate of \$120.00 per hour.

SCHEDULE:

The architect is prepared to begin work on the project within ten working days of receipt of a signed agreement.

TERMS AND CONDITIONS:

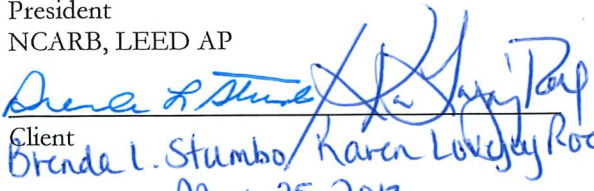
The terms and conditions of this proposal shall be in accordance with the attached Standard Terms and Conditions of the Agreement. This unexecuted proposal shall remain in effect for thirty days, after which time HOPPE Design, LLC reserves the right to review and modify any and all portions of this proposal.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Your return of a signed copy of this proposal will serve as authorization to proceed. If you have any questions or need additional information, please contact this office.

Sincerely,

Wayde C. Hoppe, R.A.
President
NCARB, LEED AP

Client


Brenda L. Stumbo / Karen Lovejoy Roe
May 25, 2017

Date

DESCRIPTION OF AVAILABLE SERVICES

The following is a list of Services available from the office of HOPPE Design, LLC. Only those Services noted in the Scope of Basic Services of this Agreement will be provided under this Agreement. The Owner may elect to add services from the list below to the Scope of Basic Services by request for Amendment. Such services will be provided upon signature and receipt of such amendment and will be provided for at the above stated hourly rate.

PRELIMINARY DESIGN

- ☐ Master Planning
- ☐ Schematic Floor Plans and Elevations
- ☐ Elevation Rendering, Black and White
- ☐ Perspective Rendering, Black and White
- ☐ Perspective Rendering, Color
- ☐ Model Built to Scale
- ☐ Assist in Selection of Structural System
- ☐ Provide Structural Criteria for Geotechnical Consultant
- ☐ Initial Concept and Budget Review
- ☐ Existing Building Survey and Measurements
- ☐ Program Development

CONSTRUCTION DOCUMENTS

- ☐ Architectural Working Drawings
- ☐ Structural Working Drawings
- ☐ Civil Working Drawings
- ☐ Mechanical Working Drawings
- ☐ Electrical Working Drawings
- ☐ Specifications and General Conditions
- ☐ Statement of Probable Construction Costs
- ☐ Building Engineering including design and selection of HVAC, Plumbing and Electrical Equipment
- ☐ Site Engineering including Civil engineering, Landscape Design, and Grading Plans.
- ☐ Utilities: design of utilities to the site including telephone, natural gas, power, cable and water and assisting the Owner in submitting for approval from the utility providers.
- ☐ Product and Manufacturer Selection and Specification: Assisting the Owner in selecting and specifying the Finish, Style and Manufacturers of interior finish materials, exterior materials, plumbing fixtures and disposals, shower enclosures and doors, cabinetry, counters and millwork, tile, hardwood flooring, trim, pavers, shingles, siding, banisters, shelving, mantels and fireplace surrounds and inserts, doors and hardware, windows, exhaust hoods, exhaust fans, light fixtures, and appliances.

BIDDING AND NEGOTIATING

- ☐ Bidders List: assisting the Owner in assembling a list of qualified bidders.
- ☐ Distribution of bidding documents
- ☐ Consultation with Bidders
- ☐ Pre-Bid Conference
- ☐ Assist in Evaluating Bids
- ☐ Execute Final Agreement

CONTRACT ADMINISTRATION

- ☐ Periodic site visits to observe progress of the project
- ☐ Consultation with the Owner or Contractor for review of site and building related issues.
- ☐ Shop Drawings and Submittal Review.
- ☐ Testing and Inspection Coordination
- ☐ Final Acceptance
- ☐ Review of Applications for Payment, Lien Waivers, and Sworn Statements.
- ☐ Issuance of Change Orders, Field Orders, and Certificate of Substantial Completion.

APPROVAL ASSISTANCE

Assisting the Owner, by submissions and representation only, in filing for application for approval from authorities having jurisdiction over the project. Such authorities may include the following:

- ☐ Planning Commission
- ☐ Zoning Board of Approval: Special Use Permit
- ☐ Zoning Board of Approval: Variance
- ☐ City Council
- ☐ County Soil Erosion Control
- ☐ County Drainage Commission
- ☐ Michigan Department of Environmental Quality
- ☐ YCUA
- ☐ Detroit Water and Sewer
- ☐ County Road Commission
- ☐ County Well Permit
- ☐ Sewage Permit
- ☐ Septic System Inspection
- ☐ Sign Permit
- ☐ County Health Department
- ☐ State Department of Public Health
- ☐ Army Corps of Engineers: flood plain determination
- ☐ EPA: soil erosion permit
- ☐ Barrier Free Design Rule Exception

EXTENDED SERVICES

Assist the Owner in procuring services from Consultants related to special concerns including the following:

- ☐ Contamination Investigation
- ☐ Contaminant Abatement
- ☐ Subsurface Investigation
- ☐ Land Surveying
- ☐ Interior Design
- ☐ Signage Design: Interior and Exterior
- ☐ Food Service Equipment Design
- ☐ Detailed Cost Estimating
- ☐ Graphic Design
- ☐ Furniture and Fixture Design and Layout

STANDARD TERMS AND CONDITIONS OF THE AGREEMENT

ACCESS TO SITE

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

ALLOCATION OF RISK

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses for any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA, except where it can be demonstrated that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations and that the standards for design practice as it relates to disabled legislation are still evolving. Therefore, the Architect shall use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, and to conform the construction documents to the requirements of such laws. However, the Architect cannot and does not warrant or guarantee the Owner's project will comply with interpretations of ADA requirements.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

CONSTRUCTION OBSERVATION

If described in this agreement as a part of basic services, the Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Architect, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Architect, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Owner informed about the progress of the Work and shall endeavor to guard the Owner against deficiencies in the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

The Architect shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

CONTINGENCY

The Owner and the Architect agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of ten percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes between them arising out of or related to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Arbitration shall be a secondary method of dispute resolution. The Owner and the Architect further agree to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

HAZARDOUS MATERIALS

Both parties acknowledge that the Architect's scope of services does not include any services related to hazardous or toxic materials. In the event the Architect or any other party encounters hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be

present to the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

INDEMNIFICATION

The Owner shall indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including all attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named with respect to the services under this agreement, excepting those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect. The Owner agrees to include this same indemnification in any agreement made with contractors, subcontractors, suppliers, or consultants who provide services or products with respect to this project, indemnifying the Architect as described above.

INVOICES

HOPPE Design, LLC will invoice monthly for the portion of the work completed to that date and payment is due upon receipt of invoice. Payment due and unpaid shall bear interest from the date payment is due at the rate of 1-1/2 percent per month or the maximum allowable by law, whichever is lower. THE CLIENT agrees to pay HOPPE Design within thirty days of receipt of payment from the building owner.

OBSOLESCENCE

Although the Architect endeavors to specify products that are readily available, the Architect does not warrant that specified products will not be obsolete or in any other manner unavailable or inapplicable for the project, or that such products may not increase in cost for any reason. The Owner acknowledges that the Architect is not liable for costs associated with the unavailability of specified products, delays to the project due to the unavailability of specified products, or additional costs to the project due to replacement of unavailable products.

OPINIONS OF PROBABLE COST OF CONSTRUCTION

In providing opinions of probable cost of construction, the Owner understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this agreement and the copyright for those same documents shall remain the property of the Architect and may not be used by the Owner for any endeavor without written consent of the Architect. Should the Architect consent to give permission for the Owner to use the copyrighted documents, the Owner shall direct any consultants employed by the Owner to remove all reference to the Architect from the drawings of record, including statements and title block information that reference the Architect, prior to use of the documents for any reason. Furthermore, the Owner agrees to indemnify and hold harmless the Architect, his officers, directors, employees, and consultants against any damages, liabilities or costs including attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized re-use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Architect.

PERMITS AND APPROVALS

The consultant shall assist the Owner in connection with the Owner's responsibility for applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged, if those services are listed in the Scope of Basic Services of this agreement. If not specifically listed in the Scope of Basic Services, then the Architect shall be compensated for this service as an Additional Service. This assistance shall consist of completing and submitting forms and providing information to the appropriate regulatory agencies having jurisdiction over the documents, and other services included in the Scope of Basic Services of this agreement. The Architect cannot and does not warrant or guarantee the Owner's project will comply with requirements of federal, state and local laws, rules, codes, ordinances, and regulations.

PRIOR CONTRACTS AND CONDITIONS

The Owner agrees to indemnify and hold harmless the Architect from all damages and liability arising out of or in any way connected with the performance of any previous architect or engineer related to the project, existing buildings or site, including soils analysis and foundation design. The Owner also agrees to terminate all previous agreements with design professionals that have provided services related to this project prior to entering into this agreement. The Architect is not required to inspect, review, alter or evaluate in any way the services provided by a previous design professional.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for services and include expenses incurred in the interest of the project and are as follows: expense of reproductions, postage and handling of drawings, specifications and other documents; mileage, and photographic expenses required of the Architect; fees paid for securing approval of authorities having jurisdiction over the project; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; Mechanical, Electrical, Structural and Civil consultants if required. Reimbursable expenses will be billed at 1.15 (one point one five) times the amount billed the Architect.

RIGHT TO RETAIN SUBCONSULTANTS

The Architect may engage the services of any subconsultants when, in the Architect's sole opinion, it is appropriate to do so. Such subconsultants may include any specialized consulting services deemed necessary by the Architect to carry out the scope of the Architect's services.

SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

STANDARD OF CARE

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

STATUTES OF REPOSE AND LIMITATION

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Architect's services are completed or terminated.

SURVIVAL

All limitations of liability, indemnifications, warranties, and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

TERMINATION OF SERVICES

This agreement may be terminated by the Owner or the Architect for any reason. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination plus all reimbursable expenses.

THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

UNAUTHORIZED CHANGES

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Architect without obtaining the Consultant's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

VERIFICATION OF EXISTING CONDITIONS

In as much as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's additional services, arising from the discovery of concealed or unknown conditions in an existing structure.

Customer Order Form

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: 071233
Contract Date: 5/8/2017
Sales Rep: Catherine Moroni
Offer Valid Through: 6/7/2017

Customer Information

Bill to:

Customer: Charter Township of Ypsilanti
Attn: Jeff Allen
Address: 7200 S Huron River Dr
Ypsilanti, MI 48197

Ship to:

Customer: Charter Township of Ypsilanti
Attn: Jeff Allen
Address: 7200 S Huron River Dr
Ypsilanti, MI 48197

Terms and Conditions

Related Contract: Not Applicable
Contract Start Date: Upon Execution
Contract End Date: Determined upon execution
Term: 3 Years
Coverage: 1 Location(s)

PO Number:
Payment Terms: Net 30
Billing Frequency: Annually
Initial Invoice Due: 30 days from execution

MSDS Management	Qty	Year 1	Year 2	Year 3
GM Account	1	\$1,000.00	\$1,000.00	\$1,000.00
Management Licenses - GM	2	\$0.00	\$0.00	\$0.00

Services	Qty	Year 1	Year 2	Year 3
PDF Processing/Scanning	500	\$1,000.00		
Total:		\$2,000.00	\$1,000.00	\$1,000.00

This Customer Order is governed by the terms and conditions of the MSDSonline Master Subscription Agreement, as posted on www.MSDSonline.com. By signing below, Customer agrees to be bound by such terms and conditions. MSDSonline may deem this Customer Order null and void if executed agreement is not received by MSDSonline by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Charter Township of Ypsilanti

Signature: *Branda L. Stumbo*
Name: Branda L. Stumbo
Title: Supervisor
Date: May 17, 2017

MSDSonline

Signature: _____
Name: _____
Title: _____
Date: _____

Base subscription pricing includes:

- Annual subscription for one Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for \$175.00 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Annual allotment of 25 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for \$200 USD; additional MSDS Uploads may be purchased in bundles of (100) for \$200 USD.
- Implementation Services and Technical & Customer Support

Compliance Services Project – PDF Processing/Scanning Paper Documents: MSDSonline will build the Customer's electronic MSDS library (eBinder) by either processing electronic MSDS files (PDF preferred) or scanning paper MSDS documents supplied by the Customer for a flat fee of \$1000 USD based on there being up to 500 MSDS files.

- Standard Indexing package will be applied. Includes the following fields: Product Name, Product Synonyms, Product Code, Manufacturer Name, Supplier Name, MSDS Revision Date, Regulatory Format and Primary CAS Number.
- Additional fields may be indexed upon request (additional charges may apply).
- If the total number of MSDS files or documents submitted falls below 500, MSDSonline will grant additional MSDS Requests and MSDS Uploads as credit.
- An additional charge of \$2.00 USD per MSDS will be assessed if the number of MSDS files or documents submitted exceeds 500.
- MSDSonline will obtain approval prior to proceeding on any work that will result in additional charges.

Unless otherwise noted, all fees are in USD, and Year One (1) fees become due within 30 calendar days of the execution of this Customer Order Form. The Base Subscription period will commence on the Contract Start Date, as noted on page one (1) of this agreement; the Contract Start Date will become the subscription "anniversary date". Subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.

2017 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of May, 2017, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages 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.

1. **Partridge Creek Subdivision:**

Work to include crack sealing. Roads to include: Eagle Trace Court, Eagle Trace Drive, Creek Bend Drive, Breezewood Court, Pebblestone Drive, Eden Court, Reflection Court, Mapledale Drive, Hummingbird Court, Hummingbird Drive, Blue Jay Drive, Wood Pecker Court, Sofia Drive and Thornhill Drive.

Estimated project cost: \$ 36,900.00

2. **Forest Avenue, Ford Boulevard to Midway Road:**

Work to include roadside berm removal, cold milling of existing HMA pavement, traffic signal detector loop replacement at Ford Boulevard, placement of HMA wedging, followed by 1¾" HMA overlay and project restoration

Estimated project cost: \$ 67,400.00

3. **Emerson Avenue and Outer Lane Drive**

Work to include ditching, milling the existing surface, placement of a 3" HMA overlay and structure adjustments with associated project restoration.

Estimated project cost \$ 160,300.00

AGREEMENT SUMMARY

2017 LOCAL ROAD PROGRAM

Partridge Creek Subdivision	\$ 36,900.00
Forest Avenue	\$ 67,400.00
Emerson Avenue and Outer Lane Drive	\$ 160,300.00
Subtotal	\$ 264,600.00

Less 2017 Conventional Matching Funds:	\$ 126,376.00
Less 2017 Drainage Matching Funds:	5,924.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2017:

\$ 132,300.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor 5-17-17

Joak Maunth
Witness 5-17-17

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk 5-17-17

Joak Maunth 5-17-17
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

**CHARTER TOWNSHIP
OF YPSILANTI
RESOLUTION NO. 2017-09**

**RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE**

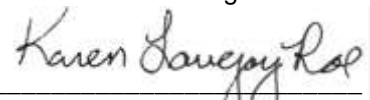
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, July 14, 2017 from 6:30 p.m. to 7:00 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee 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. 2017-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 16, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP
OF YPSILANTI
RESOLUTION NO. 2017-10**

**RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE**

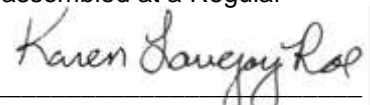
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 7, 2016 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K, 10K and Kid's Mile to benefit the March of Dimes of Southeastern Michigan.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee 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. 2017-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 16, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2017-12

In Honor of
National Pollinator Week
June 11-17, 2017

WHEREAS in 2015, Ypsilanti Township received the first Bee City USA designation in the State of Michigan; and

WHEREAS the goal of BEE CITY USA is to promote healthy, sustainable habitats and communities for bees and other pollinators; and

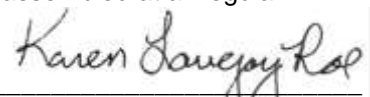
WHEREAS bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides and the spread of pests and diseases, with grave implications for the future health of flora and fauna; and

WHEREAS we all have the opportunity to support bees and other pollinators on both public and private land; and

WHEREAS supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs; and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of June 11-17, 2017 NATIONAL POLLINATOR WEEK in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of fertilizers in order to ensure a healthy future for all.

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. 2017-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 16, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti