

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

February 7, 2017

Revised 2-6-17

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, FEBRUARY 7, 2017 *Revised 2-6-17*

5:00pm

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

1. REQUEST TO ENTER INTO EXECUTIVE SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT "...TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE (SPECIFICALLY LEGAL OPINIONS DATED JANUARY 19, 22, AND 29, 2017 WHICH ARE PROTECTED BY THE FREEDOM OF INFORMATION ACT) AS IT PERTAINS TO THE PROPOSED NEXUS GAS TRANSMISSION PIPELINE
2. AGENDA REVIEW SUPERVISOR STUMBO
- 3.. OTHER DISCUSSION BOARD MEMBERS

EXECUTIVE SESSION

1. REQUEST TO ENTER INTO EXECUTIVE SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT "...TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE (SPECIFICALLY LEGAL OPINIONS DATED JANUARY 19, 22, AND 29, 2017 WHICH ARE PROTECTED BY THE FREEDOM OF INFORMATION ACT) AS IT PERTAINS TO THE PROPOSED NEXUS GAS TRANSMISSION PIPELINE

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, FEBRUARY 7, 2017

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE JANUARY 17, 2017 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR FEBRUARY 7, 2017 IN THE AMOUNT OF \$554,818.94
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #2
2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE A CONTRACT AMENDMENT WITH CARLISLE WORTMAN ASSOCIATES TO PROVIDE PLANNING AND ZONING ADMINISTRATION SERVICES
3. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE TO APPROVE A FEE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COURT INNOVATIONS AND THE STATE COURT ADMINISTRATIVE OFFICE IN THE AMOUNT OF \$1,620.00 BUDGETED IN LINE ITEM #236-136-000-819-006
4. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE FOR APPROVAL OF THE AMENDMENT AND MODIFICATION TO NEXT GENERATION SYSTEMS OF JUDICIAL INFORMATION SYSTEMS MEMORANDUM OF UNDERSTANDING BETWEEN 14B DISTRICT COURT, 14A DISTRICT COURT AND THE STATE COURT ADMINISTRATIVE OFFICE
5. REQUEST TO APPROVE THE BUD AND BLOSSOM PARK AND THE COMMUNITY CENTER CEILING REPAIR AGREEMENTS WITH THE WASHTENAW COUNTY OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT TO DEFINE THE ROLES AND RESPONSIBILITIES FOR EACH PARTY WITH FUNDING FOR BOTH PROJECTS PROVIDED BY COMMUNITY DEVELOPMENT BLOCK GRANT

6. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL OF THE ASSISTANT DIRECTOR OF GOLF OPERATIONS JOB DESCRIPTION AND AUTHORIZATION TO POST THE POSITION EXTERNALLY BUDGETED IN LINE ITEM #584-584-000-706-008
7. REQUEST OF KIRK SHERWOOD, DIRECTOR OF GOLF OPERATIONS TO APPROVE THE 2017 GOLF COURSE RATES AND THE GREEN OAKS EMPLOYEE GOLF POLICY
8. REQUEST FOR AUTHORIZATION TO SIGN THE PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF ONE (1) OVERHEAD FED 65 WATT AUTOBAHN LED WITH BLACK HOUSING MOUNTED ON A 6' ARM ATTACHED TO AN EXISTING WOOD POLE TO BE LOCATED AT THE BUS STOP AT THE INTERSECTION OF RUSSELL ST. AND SOUTH HARRIS IN THE AMOUNT OF \$1,504.80 BUDGETED IN LINE ITEM #101-956-000-926-050
9. REQUEST AUTHORIZATION TO INCREASE THE RATES CHARGED BY MCLAIN AND WINTERS FOR PROSECUTION TO \$120.00 PER HOUR AND LEGAL SERVICES, INCLUDING LITIGATION, TO \$180.00 PER HOUR SUBJECT TO THE LIMITS OF THE 2017 LEGAL SERVICES BUDGET ADOPTED BY THE YPSILANTI TOWNSHIP BOARD OF TRUSTEES
10. REQUEST AUTHORIZATION TO APPOINT E.L. WEATHERS TO THE BOARD OF REVIEW AS AN ALTERNATE
11. REQUEST TO CANCEL THE MAY 2, 2017 YPSILANTI TOWNSHIP BOARD OF TRUSTEES MEETING DUE TO THE RECENTLY SCHEDULED SPECIAL ELECTION

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS, FOR APPROVAL TO SEEK SEALED BIDS FOR THE PURCHASE AND COMMISSION OF ONE (1) NEW NATURAL GAS GENERATOR TO BE LOCATED AT THE HYDRO STATION

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 17, 2017 WORK SESSION MINUTES**

Supervisor Stumbo called the meeting to order at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Legal Counsel: Wm. Douglas Winters

AGENDA REVIEW

A. MINUTES OF THE DECEMBER 22, 2016 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR DECEMBER 22, 2016 IN THE AMOUNT OF \$690,462.74**
- 2. STATEMENTS AND CHECKS FOR JANUARY 17, 2017 IN THE AMOUNT OF \$653,071.33**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2016 IN THE AMOUNT OF \$30,100.80**

SUPERVISORS REPORT – none given

CLERKS REPORT – none given

TREASURERS REPORT – none given

TRUSTEE REPORT

Trustee Ross-Williams stated she attended a meeting, along with Supervisor Stumbo, regarding the WRAD/ACM construction project for the I-94 By-Pass and shared concerns the West Willow residents expressed about the project. Trustee Ross-Williams stated she attended the MLK celebration at EMU. Trustee Ross-Williams thanked the Huron Valley Humane Society for rescuing 21 cats.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 17, 2017 WORK SESSION MINUTES
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Trustee Jarrell Roe stated that she and Trustee Eldridge attended the Hawthorne/Parkwood neighborhood watch meeting. Trustee Jarrell Roe said that she attended the Holmes Road Neighborhood Watch Meeting and they had questions about streetlights. She said that the recyclable center was no longer accepting recyclables in plastic bags because it was a hazard for the people working there.

Trustee Ross Williams asked the board to give township recognition to Ms. Clayborn for her work with Habitat for Humanity.

Arloa Kaiser commented that people should be more responsible when walking at night.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated they received updates regarding the Tyler Dam and Pond project. Attorney Winters said they are waiting for a construction schedule to be issued. He said it should be completed by the end of February, which keeps in line with the estimate of March 1st for the township to receive the payment of \$300,000.00.

OLD BUSINESS

- 1. REQUEST AUTHORIZATION FOR TOWNSHIP ATTORNEY DOUG WINTERS AND ATTORNEY ADAM COHEN TO ENTER INTO NEGOTIATIONS WITH NEXUS TEMPORARY AND PERMANENT EASEMENT AGREEMENTS ON TOWNSHIP OWNED PROPERTY AS REQUESTED BY NEXUS (TABLED AT THE DECEMBER 2, 2016 REGULAR MEETING)**

Attorney Winters explained to the Board the process for negotiating with Nexus regarding easements on Township owned property. He said that because the Hydro Dam and Hydro Park are part of the property that Nexus would use, that this property was also part of a division of FERC along with being part of the Township.

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JANUARY 17, 2017 WORK SESSION MINUTES
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Attorney Winters stated that before negotiating an easement with Nexus or anyone else it was required to get authorization from FERC as part of the Townships' licensing with FERC. He stated that he had told the Nexus Attorney about this and they said Nexus would help the Township file the paperwork. He also spoke about the petition that Nexus had filed regarding odorization. Attorney Winters stated Nexus was requesting a waiver requirement to put an odor detection system into the pipeline throughout Ypsilanti Township. Attorney Winters stated it could be a safety issue for the township residents if the odor detection system was not put in the pipeline. He said his office received a copy of the petition that Nexus filed in January 2016 and a letter from them explaining technical issues to support their position on why they wanted the odor waiver granted. He said the Pipeline Hazardous Safety Administration Agency was the agency that would grant the waiver and they have not done so thus far. Attorney Winters stated that other agencies within the Township that he had talked with had confirmed they would want the odorization in the pipeline that would cross their properties. He said he had also inquired through a letter to Nexus what percentage of the gas transmitted through the pipeline would be designated for Canada and they had not responded. Attorney Winters said that if the Board decides to negotiate with Nexus he would be ready to discuss many of these issues with them. Attorney Winters stated he had contacted Bowling Green because they had been in a similar situation with Nexus. He said that Bowling Green owns property that is located outside the corporate limits. He said easements that Nexus was asking of them were coming too close to where they draw their water. Attorney Winters stated that Bowling Green decided not to negotiate with Nexus and Nexus will now go into the federal court and they will decide what the value of the property was and they will move on from there. Attorney Winters stated that Ypsilanti Township has too much to lose by dragging this out in court because we have many developments including ACM that cannot have the projects delayed.

Trustee Wilson asked Attorney Winters if Nexus goes to court over eminent domain how long might it take. Attorney Winters said it would be quick. He said our situation is more complicated and could take longer since a division of FERC has jurisdiction over some of the Township property that Nexus would take.

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Trustee Ross-Williams stated she had concerns because Nexus still had not said how much gas would be going to Canada. She said that her understanding of eminent domain requires the pipeline to have beneficial impact to the community. Trustee Ross-Williams asked if Attorney Winters got any insight on why Nexus was moving forward before they get approval from FERC regarding the wildlife. Attorney Winters said that Nexus has an aggressive schedule where they intend to have the pipeline fully constructed May through September, 2017.

Clerk Lovejoy Roe said that when she, Treasurer Doe, and Attorney Winters met with Nexus they indicated they had all the permits they needed to move forward and were now waiting on the final FERC approval.

Trustee Jarrell Roe thanked Attorney Winters for all his work. She stated that this might be business as usual for Nexus but this would affect our Township and she felt we needed these questions answered.

Attorney Winters said he feels that Nexus has held back information and he questioned if there was more to discover. He said that the board should work at their speed and not make decisions based on the Nexus schedule. He said he feels we need to settle the odorization issue with Nexus. Attorney Winters said that Nexus knows that they cannot get the approval in their name from FERC and that the Township has to request approval from FERC. He said that FERC then has 60 days to approve the request once they receive it. Attorney Winters does not feel that Nexus should demand when the township should request the approval from FERC.

Supervisor Stumbo stated that from what she had read that a lot of the gas would be going to Canada. She said that what the Board needs to vote on tonight was whether to negotiate with Nexus regarding easements. Attorney Winters said that it would be the Board that would authorize negotiating with Nexus. He said one issue would be to negotiate with Nexus to drop the request for the waiver and odorize the pipeline in Ypsilanti Township. Supervisor Stumbo stated Nexus had applied to FERC for approval last year and had expected to receive the certificate in the last quarter of 2016 and the construction would begin in the 1st quarter of 2017. Attorney Winters said they may be behind because on December 20, 2016

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they said they would have the approval within 30 days. He said in the letter he just received they said it might be a few more weeks before they receive the certificate for necessity that allows them to move forward with the construction. Attorney Winters said he believes they can begin the construction and decide on the odorization issue later because that was something Nexus would add at the end of construction. Supervisor Stumbo asked if odorization was something that could be negotiated in court. Attorney Winters stated that this would not be negotiated in court during an eminent domain hearing.

Clerk Lovejoy Roe stated that Ypsilanti Township is the only area where Nexus was asking for an odorization waiver. She stated Nexus said they would include additional monitoring on the pipe in our highly populated area but she felt we should discuss this process with a neutral expert since we do not know if having more monitoring and a thicker pipe would be better than having the odorization as Nexus was claiming.

Trustee Ross-Williams stated that since Nexus has not been forth coming regarding various issues with the pipeline how would we know that they would enter into good faith negotiations with the township. Attorney Winters said that if we enter into negotiations we would find out pretty quickly but he did not have an expectation on how forth coming Nexus would be.

Supervisor Stumbo asked if we do not authorize negotiations was that a signal for Nexus to file for eminent domain. Attorney Winters said that for sure if the Township Board decides not to negotiate, Nexus would have no other recourse but to go to court. He said that if they get eminent domain they don't get to do everything they want but it was a powerful tool that was reserved for public purposes. Attorney Winters advised the Township to go into negotiations in order to specifically address the odorization issue, issues with the FERC licensing, and the schedule for ACM.

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Supervisor Stumbo said that in the beginning Nexus made this pipeline sound like we needed it because our supply was not adequate and then we found out that it was going to Canada. She said it was hard to vote on something that she didn't believe in.

The Board adjourned the work session meeting at approximately 7:02 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 17, 2017 REGULAR MEETING

Supervisor Stumbo called the meeting to order at approximately 7:02 pm 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 with Remembrance of the Weeks Family.

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 COMMENTS

Arloa Kaiser, Township Resident stated that the speed limit on some of Michigan roads were to increase and it will cost \$494,000.00 to change the speed limit signs. Ms. Kaiser said she opposed increasing the speed limit.

Sydney, a resident of in the City of Ypsilanti, asked for people in the audience who were in opposition for the Nexus pipeline to raise their hands. She asked the board to continue to oppose the pipeline.

Shawna McNally, urged the Board to continue to oppose the pipeline.

Tatiana Goodwin, Township Resident, said that she opposes the Nexus pipeline.

Nick Leja, New Hudson Resident said he and his mother were here to look into opening a new retail business in Ypsilanti Township. He said when they went to the Planning Commission they were told there was an ordinance against stores selling second hand merchandise. He said that his business was family oriented and it was suggested that he come here and speak to the board. Supervisor Stumbo said that Trustee Eldridge sits on the Planning Commission and suggested he leave his information and someone will contact him. Trustee Wilson asked what the name of the business was and they responded that it was Disc Replay.

Ms. Domink, Township Resident she stated she opposes the Nexus pipeline.

Jennifer Sporer, Township Resident said that she continues to oppose the Nexus pipeline.

Supervisor Stumbo stated that the Nexus easement issue was discussed in the work session and the reason it's before us is because there is a legal strategy that we can say no to and Nexus would go to court for eminent domain or we could negotiate and gather more information from them to use in court. She said the Board did vote against Nexus but we are interested in getting as much information as we can.

Marcia, Township Resident stated she was here representing people who couldn't be here to oppose the pipeline.

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Kurt, Township Resident, thanked the Board for the Resolution they passed against the pipeline and encouraged the board to stand in opposition against the pipeline.

Kathy Schoen, Augusta Township Resident, thanked the Board for the Resolution and encourages the board not to negotiate with Nexus.

Andrea Pierce, Township Resident, stated she was against the Nexus pipeline and she was against negotiating.

Jacob Morris, lifelong Washtenaw County Resident stated he studies Environmental Science and Society at EMU and he encouraged the Board to oppose the Nexus pipeline.

Sarah Shilling, Ypsilanti City Resident stated Nexus does not have respect for human life and she would like the Board to oppose negotiating with Nexus.

Ben Calhoun, Township Resident encouraged the Board to oppose negotiating with Nexus.

Anne Olvera, Township Resident, encouraged the Board to oppose negotiating with Nexus.

Tatiana Goodwin, Township Resident spoke against Nexus and said she would like the Township to go to Court with Nexus.

Patricia Myles, Township Resident spoke against Nexus.

Andrea Pierce, Township Resident spoke against Nexus.

James Billingsley, Township Resident stated his home has not stopped shaking for the last few months because of the Wolverine pipeline. He said if you live near the construction zone the only peace you get is when you go to work because your house vibrates continually.

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 20, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR YEAR END DECEMBER 22, 2016 IN THE AMOUNT OF \$690,462.74**
- 2. STATEMENTS AND CHECKS FOR JANUARY 17, 2017 IN THE AMOUNT OF \$653,071.33**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2016 IN THE AMOUNT OF \$30,100.80**

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C. NOVEMBER 2016 TREASURER'S REPORT

D. 2016 ANNUAL TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Trustee Wilson to approve the Consent Agenda.

The motion carried unanimously.

SUPERVISOR REPORT (not given)

CLERK REPORT (not given)

TREASURER REPORT (not given)

TRUSTEE REPORT (given in the work session)

ATTORNEY REPORT (given in the work session)

A. GENERAL LEGAL UPDATE

OLD BUSINESS

- 1. REQUEST AUTHORIZATION FOR TOWNSHIP ATTORNEY DOUG WINTERS AND ATTORNEY ADAM COHEN TO ENTER INTO NEGOTIATIONS WITH NEXUS FOR TEMPORARY AND PERMANENT EASEMENT AGREEMENTS ON TOWNSHIP OWNED PROPERTY AS REQUESTED BY NEXUS (TABLED AT THE DECEMBER 2, 2016 REGULAR MEETING)**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to remove from Table.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	Wilson:	Yes
Stumbo:	Yes				

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe for discussion purposes, supported by Treasurer Doe to Approve Request Authorization for Township Attorney Doug Winters and Attorney Adam Cohen to Enter into Negotiations with Nexus for Temporary and Permanent Easement Agreements on Township Owned Property as Requested by Nexus and include Attorney Winters additions for negotiations from the work session.

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Trustee Eldridge asked if the value Nexus was offering for the land if it would go lower if the Board decides not to negotiate with them. Attorney Winters stated that it would not go lower than the initial offer but would not go higher if the Board does not negotiate. Trustee Eldridge said he had major concerns regarding the pipeline. He said he could not vote to negotiate with people he did not trust.

Trustee Wilson asked Attorney Winters if we allow the easement it would be a violation of FERC licensing. Attorney Winters stated that because the Township has a Hydro Dam it was licensed in a different division of FERC and we would need approval from them to negotiate. Attorney Winters said once Nexus receives their certificate from FERC, they will go to Court and they will get the property they want. He said the only thing the Township would receive from Nexus would be the compensation Nexus decided to give the Township and that would be the same to all the property owners that Nexus had tried to sign agreements with them. He said Nexus would get the easements even if we do not negotiate with them. Attorney Winters said there were environmental issues that are at stake with the pipeline. He said that if the Township could have stopped the pipeline it would be done so, since the Board voted against the pipeline. He said he did not want anyone to believe that going into negotiations would be a surrender to Nexus. Attorney Winters stressed that there was a responsibility beyond just saying no. He said that if Nexus was successful in getting the waiver regarding odorization that it would do a lot of potential harm when there was a rupture in the pipeline. Attorney Winters stated that he would rather sit across the table and negotiate the issues instead of not negotiate, and try to get answers later and then be told it was none of our business. He said whatever the Board decides would be what he would do but he stressed that if we do not negotiate Nexus would do what they want and all the Township will do is watch because we would have lost our voice.

Supervisor Stumbo asked who Adam Cohen was and Attorney Winters said he was the Eminent Domain Attorney. Attorney Winters stated when you go to court for eminent domain it only involves compensation. He said you cannot take property without compensation. Attorney Winters said the compensation gets narrower when you go into Federal Court.

Clerk Lovejoy Roe stated she would like to negotiate because it would keep the door open and our Attorney can negotiate what is in the best interests of Ypsilanti Township residents and if we do not negotiate, it would shut the door and we would not be able to protect the Township residents. She said the pipeline was coming and we cannot stop it, but we can fight for safety and that could protect generations of people in Ypsilanti Township. Clerk Lovejoy Roe said she would like to amend her motion to include contacting Senator Debbie Stabenow, Senator Gary Peters, and Congresswoman Debbie Dingell and to ask for their support in the fight regarding odorization, to negotiate to make sure our FERC license is not in jeopardy and that Nexus won't interfere with the schedule for ACM, and to allow technical expertise to be utilized if Attorney Winters and Attorney Cohen feel it is necessary to protect Township Residents. Treasurer Doe supported the amendment.

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Trustee Ross-Williams said she appreciates the work Attorney Winters has done thus far but because of the mistrust, she feels about towards Nexus she would not support negotiation.

The motion failed.

NEW BUSINESS

1. BUDGET AMENDMENT #1

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #1 (see attached).

The motion carried unanimously.

2. RESOLUTION 2017-01, APPROVING REFUNDING CONTRACT FOR YCUA BONDS MATURING 2018-2032 (2002 SANITARY SEWER SYSTEM NO. 3 BONDS DATED NOVEMBER 26, 2002 AND WATER SUPPLY SYSTEM NO. 6 BONDS DATED FEBRUARY 6, 2007) NOT TO EXCEED PRINCIPAL AMOUNT OF \$7,500,000 2017 REFUNDING BONDS

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2017-01, Approving Refunding Contract for YCUA Bonds Maturing 2018-2032 (2002 Sanitary Sewer System No. 3 Bonds Dated November 26, 2002 and Water Supply System No. 6 Bonds Dated February 6, 2007) not to Exceed Principal Amount of \$7,500,000 2017 Refunding Bonds with changes to the Refunding Contract for 3% savings (see attached).

Tom Colis from Miller Canfield, explained that YCUA had issued Bonds in the past and in 2002 and 2007 they had issued bonds to finance projects. He said that refunding bonds means that they were turning in bonds and issuing lower interest bonds. He stated the 2007 bonds would be reissued into a lower interest bond, which would save the Township interest. After discussion with Supervisor Stumbo and Clerk Lovejoy Roe Mr. Colis offered to the Board to change the Refunding Contract with YCUA to state the Resolution includes a savings provision of at least 3% of net present savings. Mr. Colis said he would send the corrected language copy to Clerk Lovejoy Roe and he would send the corrected copy to YCUA for their meeting next week.

The motion carried unanimously.

3. RESOLUTION 2017-02, OWNERS DAM SAFETY PROGRAM

A motion was made by Clerk Lovejoy Roe supported by Trustee Ross-Williams to Approve Resolution 2017-02, Owners Dam Safety Program (see attached).

The motion carried unanimously.

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- 4. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT TO PURCHASE A SOFTWARE UPGRADE FROM RECTRAC, A SINGLE SOURCE VENDOR, IN THE AMOUNT OF \$7,705.00 BUDGETED IN LINE ITEM 101-266-000-977-001**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Angela Verges, Recreation Superintendent to Purchase a Software Upgrade from Rectrac, a Single Source Vendor, in the Amount of \$7,705.00 Budgeted in Line Item 101-266-000-977-001.

The motion carried unanimously.

- 5. REQUEST OF KAREN WALLIN, HUMAN RESOURCE GENERALIST FOR AUTHORIZATION TO CREATE AN ASSISTANT I.T. MANAGER POSITION WITHIN THE TEAMSTER BARGAINING UNIT WITH PROPOSED SALARY OF \$55,000.00 PER YEAR AND TO WAIVE EXTERNAL POSTING AND FILL THE POSITION INTERNALLY.**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Karen Wallin, Human Resource Generalist for Authorization to Create an Assistant I.T. Manager Position within the Teamster Bargaining Unit with Proposed Salary of \$55,000.00 per year and to Waive External Posting and Fill the Position Internally.

Karen Wallin, Human Resource Generalist stated that with increase of IT services it was decided that we were in need of this Manager position. Trustee Wilson asked if the Help Desk employee was getting this position would be rehiring for the help desk. Trustee Eldridge asked who would be doing the Help Desk responsibilities and Ms. Wallin said the Manager would continue to do both.

The motion carried unanimously.

- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1635 WISMER, 618 BAGLEY, 456 HAYES, 1715 BEVERLY, 2355 WIARD AND 1711/1731 CADILLAC IN THE AMOUNT OF \$35,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1635 Wismer, 618 Bagley, 456 Hayes, 1715 Beverly, 2355 Wiard and 1711/1731 Cadillac in the Amount of \$35,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

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A motion was made by Treasurer Doe, supported by Trustee Jarrell-Roe to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:42p.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 #1**

January 17, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$37,689.00

Request to carryforward the 2016 approved budgeted funds for the Board Room Sound System Project to 2017's budget. The equipment and installation were not delivered until January 2017, therefore the expenditure will be for 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,908.00
		Net Revenues	<u><u>\$20,908.00</u></u>
Expenditures:	Equipment	101-265-000-977.000	\$20,908.00
		Net Expenditures	<u><u>\$20,908.00</u></u>

Request to increase budget for a new Teamster classification of an Assistant I. T. Manager position with the beginning salary of \$55,000. It is the intent to move budgeted funds of \$40,124 from the Help Desk Specialist position to the new position of Assistant I. T. Manager. The budget amount requested will be the salary difference of \$14,876 plus \$1,138 FICA and \$767 MERS increases. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$16,781.00
		Net Revenues	<u><u>\$16,781.00</u></u>
Expenditures:	Salary - Permanent Wages	101-266-000-706.000	\$14,876.00
	FICA	101-266-000-715.000	\$1,138.00
	MERS	101-266-000-876.000	\$767.00
		Net Expenditures	<u><u>\$16,781.00</u></u>

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$1,149.00

Increase budget for PTO payout over the budgeted 32 hours. The requested hours are paid at 75%, of which 50% will be in the Environmental Services and 50% will be in the Compost Fund. The three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$1,149.00
		Net Revenues	<u><u>\$1,149.00</u></u>
Expenditures:	Salary - Payout PTO	226-226-000-708.004	\$1,067.00
	FICA	226-226-000-715.000	\$82.00
		Net Expenditures	<u><u>\$1,149.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #1**

January 17, 2017

266 - LAW ENFORCEMENT FUND

Total Increase \$3,263.00

Increase budget for PTO payout over the budgeted 32 hours per employee. The requested hours are paid at 75% and the three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$3,263.00
		Net Revenues	<u>\$3,263.00</u>
Expenditures:	Salary - Payout PTO	266-304-000-708.004	\$3,031.00
	FICA	266-304-000-715.000	\$232.00
		Net Expenditures	<u>\$3,263.00</u>

590 - COMPOST FUND

Total Increase \$1,149.00

Increase budget for PTO payout over the budgeted 32 hours. The requested hours are paid at 75%, of which 50% will be in the Environmental Services and 50% will be in the Compost Fund. The three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$1,149.00
		Net Revenues	<u>\$1,149.00</u>
Expenditures:	Salary - Payout PTO	590-590-000-708.004	\$1,067.00
	FICA	590-590-000-715.000	\$82.00
		Net Expenditures	<u>\$1,149.00</u>

Motion to Amend the 2017 Budget (#1):

Move to increase the General Fund budget by \$37,689 to \$8,326,495 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$1,149 to \$2,618,578 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$3,263 to \$7,024,967 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$1,149 to \$456,534 and approve the department line item changes as outlined.

RESOLUTION 2017-01

APPROVING REFUNDING CONTRACT

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 17th day of January, 2017, at 7:00 o’clock p.m., prevailing Eastern Time.

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

ABSENT: Members: None

The following preamble and resolutions were offered by Member Clerk Lovejoy Roe and supported by Member Trustee Eldridge:

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority’s 2007 Water Supply System No. 6 Bonds and Refunding Bonds (the “Prior Bonds”) so as to produce interest savings to the Township; and

WHEREAS, a Refunding Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority (“YCUA”) to provide for the refunding of certain of said Prior Bonds; and

WHEREAS, pursuant to the Refunding Contract, YCUA plans to issue refunding bonds designated "2017 Refunding Bonds (Charter Township of Ypsilanti)" (the "Refunding Bonds");

and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Township.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Township are directed to execute and deliver the Contract on behalf of the Township.

2. The Supervisor, the Township Clerk and the Township Treasurer each is hereby authorized to execute on behalf of the Township any closing document or certificate as may be required by YCUA or the purchaser of the Refunding Bonds. The Township hereby covenants to take all action within its control to the extent permitted by law necessary to maintain the exclusion of the interest on the Refunding Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings and expenditure and investment of proceeds of the Refunding Bonds and moneys deemed to be proceeds of the Refunding Bonds.

3. The Supervisor, the Township Clerk and the Township Treasurer is each individually hereby authorized and directed to approve the circulation of a preliminary official statement and a final official statement describing the Refunding Bonds and to execute a final official statement on behalf of the Township.

4. The Township shall enter into an undertaking for the benefit of the holders and beneficial owners of the Refunding Bonds (the "Undertaking") and shall comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission regarding continuing disclosure. The Supervisor, the Township Clerk and the Township Treasurer each is authorized

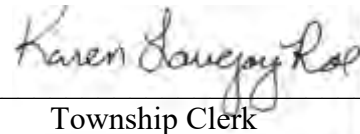
to execute and deliver the Undertaking on behalf of the Township.

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

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

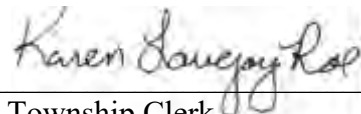
NAYS: Members None

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 January 17, 2017, 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

28177706.1\099369-00040

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into this 25th day of January, 2017, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the “Authority”), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the “Act”), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, (“Act 34”) and the Act (collectively the “Acts”), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the “Township”).

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purposes set forth in the Act and the Authority’s Articles of Incorporation; and

WHEREAS, the Charter Township of Ypsilanti (the “Township”) and the Authority have entered into a Contract, dated as of October 1, 2001, and a Contract Supplement, dated March 1, 2002, wherein the Authority agreed to acquire and construct sewer improvements for the benefit of the Township (together, the “2002 Contract”); and

WHEREAS, bonds of the Authority were issued pursuant to the 2002 Contract, denominated 2002 Sanitary Sewer System No. 3 Bonds (Charter Township of Ypsilanti), dated as of November 26 2002 (the “2002 Bonds”); and

WHEREAS, the Township and the Authority have entered into a Water Supply

System No. 6 Contract and Refunding Contract, dated as of February 6, 2007, for the purpose of acquiring and constructing water supply system improvements for the benefit of the Township and refunding portions of the 2002 Bonds (the “Contract”); and

WHEREAS, bonds have been issued pursuant to the Contract, denominated 2007 Water Supply System No. 6 Bonds and Refunding Bonds (the “Prior Bonds”); and

WHEREAS, the Township and the Authority have determined that it is in the best interest of the Township and the Authority to refund all or part of the Prior Bonds maturing in the years 2018 through 2032; and

WHEREAS, it is the determination and judgment of the Authority and the Township that the Prior Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Township and users of the Township’s water supply and sanitary sewer systems; and

WHEREAS, the execution of this contract (the “Refunding Contract”) is necessary in order to implement a refunding program;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Authority and the Township hereby approve and confirm the refunding of all or part of the Prior Bonds maturing in the years 2018 through 2032 under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a single series of refunding bonds (the “Refunding Bonds”) in the total principal amount of not to exceed \$7,500,000 in order to pay all or

part of the costs of refunding the Prior Bonds as described in Section 1. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$7,500,000 (the "Refunding Bond Resolution"), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by PFM Financial Advisors, LLC of the financial benefits of the refunding. The Refunding Bond Resolution shall include a provision that the Refunding Bonds shall only be issued if a net present value savings of at least 3% on the Prior Bonds to be refunded shall exist upon the sale of the Refunding Bonds. The Refunding Bonds shall mature serially or be subject to annual sinking fund redemption, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to pay said installments when due,

including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

(d) The Authority shall take all steps necessary to refund the Prior Bonds.

4. The full principal amount of the Refunding Bonds shall be charged to and paid by the Township to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the Township.

It is agreed that the Township shall pay to the Authority, on each annual maturity or sinking fund date of principal amounts of the Refunding Bonds, such principal amount, and in addition, on each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to

pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of the payments made by the Township or from other action taken in connection with the Refunding Bonds, the Authority shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Township from making required payments when due under the provisions hereof.

5. The Township, pursuant to authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Township in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to

applicable constitutional, statutory and charter limitations. Commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Township in anticipation of which the Authority Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract.

7. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Bonds in the maturities described in Section 1 of this Refunding Contract will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of the Township to make payments for debt service for those maturities of the Bonds which are not being refunded will continue in full force and effect.

8. Nothing herein contained shall in any way be construed to prevent

additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the Township each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of fifteen (15) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, and the CHARTER TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, MICHIGAN, by its Township Board, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES AUTHORITY

By: _____
Chair of its Commission

By: _____
Secretary of its Commission

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

Rock Barnett

By: Brenda L. Stumbo
Supervisor
Brenda L. Stumbo 1-18-17

Alan Barnett

By: Karen Lovejoy Roc
Township Clerk
Karen Lovejoy Roc 1-18-17

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Charter Township of Ypsilanti

RESOLUTION NO. 2017-02

OWNERS DAM SAFETY PROGRAM (ODSP)

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

WHEREAS, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

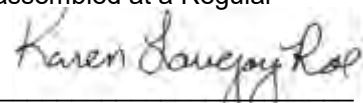
WHEREAS, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

WHEREAS, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

WHEREAS, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

NOW THEREFORE, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

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. 2017-02 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

FEBRUARY 07, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	120,258.89
HAND CHECKS -	\$	430,392.08
CREDIT CARDS PURCHASES -	\$	4,167.97
GRAND TOTAL -	\$	554,818.94

Check Date	Check	Vendor Name	Amount
Bank AP AP			
01/20/2017	174267	CLEAR RATE COMMUNICATIONS, INC	1,091.90
01/20/2017	174268	COMCAST CABLE	5,035.90
01/20/2017	174269	COMCAST CABLE	114.35
01/20/2017	174270	COMCAST CABLE	144.85
01/20/2017	174271	PAETEC	351.50
01/20/2017	174272	UNEMPLOYMENT INSURANCE AGENCY	1,724.64
01/20/2017	174273	WASTE MANAGEMENT	673.86
01/20/2017	174274	WASTE MANAGEMENT	32,483.65
01/20/2017	174275	WASTE MANAGEMENT	28,707.01
01/20/2017	174276	WASTE MANAGEMENT	693.16
01/20/2017	174277	WASTE MANAGEMENT	97,477.14
01/20/2017	174278	WASTE MANAGEMENT	1,628.82
01/20/2017	174279	WASTE MANAGEMENT	224.50
01/24/2017	174280	CARLISLE/WORTMAN ASSOCIATES	3,937.50
01/25/2017	174281	UPS STORE	3,631.49
01/31/2017	174282	BLUE CROSS BLUE SHIELD OF MI	114,684.60
01/31/2017	174283	BLUE CROSS BLUE SHIELD OF MI	34,471.56
01/31/2017	174284	DELTA DENTAL PLAN OF MICHIGAN	12,804.71
01/31/2017	174285	METRO MUSIC ENTERTAINMENT	600.00
01/31/2017	174286	STANDARD INSURANCE COMPANY	4,731.85
01/31/2017	174287	VISION SERVICE PLAN	2,658.92
01/31/2017	174288	AT & T	28.26
01/31/2017	174289	AT & T	101.16
01/31/2017	174290	COMCAST CABLE	188.39
01/31/2017	174291	DTE ENERGY**	78,886.76
01/31/2017	174292	VERIZON WIRELESS	1,741.32
01/31/2017	174293	VERIZON WIRELESS	771.14
01/31/2017	174294	WASTE MANAGEMENT	500.00
01/31/2017	174295	YPSILANTI COMMUNITY	218.14
01/17/2017	174296	MICHIGAN ASSOCIATION OF FIRE CHIEFS	85.00

AP TOTALS:

Total of 30 Checks:	430,392.08
Less 0 Void Checks:	0.00
Total of 30 Disbursements:	430,392.08

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/07/2017	174297	A & R TOTAL CONSTRUCTION, INC.	110.28
02/07/2017	174298	A. F. SMITH ELECTRIC	487.50
02/07/2017	174299	ACCUSHRED LLC	50.00
02/07/2017	174300	AMERIGAS - YPSILANTI	527.80
02/07/2017	174301	AMY JESSEE	100.00
02/07/2017	174302	ANN ARBOR AREA TRANSPORTATION AUTH.	348.00
02/07/2017	174303	ANN ARBOR CLEANING SUPPLY	1,360.97
02/07/2017	174304	ANN ARBOR WELDING SUPPLY CO	214.89
02/07/2017	174305	ANN ARBOR/YPSILANTI REGIONAL	355.50
02/07/2017	174306	AUTO VALUE YPSILANTI	133.69
02/07/2017	174307	AUTOMATED CONFIRMATIONS, LLC	32.75
02/07/2017	174308	BARR ENGINEERING COMPANY	841.50
02/07/2017	174309	BAVARIAN INN LODGE	327.60
02/07/2017	174310	BRENDA STUMBO	51.04
02/07/2017	174311	BS & A SOFTWARE	1,500.00
02/07/2017	174312	BUTZEL LONG	3,026.50
02/07/2017	174313	CARLISLE/WORTMAN ASSOCIATES	3,490.00
02/07/2017	174314	CINCINNATI TIME SYSTEMS	672.65
02/07/2017	174315	CINTAS CORPORATION	108.17
02/07/2017	174316	COLMAN-WOLF SANITARY SUPPLY CO	355.63
02/07/2017	174317	CONGDON'S	65.99
02/07/2017	174318	CUMMINS BRIDGEWAY, LLC	16.99
02/07/2017	174319	DAWN FARM	435.00
02/07/2017	174320	DELUX RENTAL	630.90
02/07/2017	174321	DISPUTE RESOLUTION CENTER	1,250.00
02/07/2017	174322	EBCO COMPANY	2,741.60
02/07/2017	174323	ED'S GARAGE	512.00
02/07/2017	174324	EMERGENT HEALTH PARTNERS	6,073.99
02/07/2017	174325	FASTENAL	99.02
02/07/2017	174326	FEDERAL EXPRESS CORPORATION	111.77
02/07/2017	174327	FIBER LINK	26.25
02/07/2017	174328	FONDRIEST ENVIRONMENTAL, INC	2,981.32
02/07/2017	174329	GORDON FOOD SERVICE INC.	24.98
02/07/2017	174330	GOVERNMENTAL CONSULTANT	2,850.00
02/07/2017	174331	GRAINGER	903.62
02/07/2017	174332	GRIFFIN PEST SOLUTIONS	93.00
02/07/2017	174333	HENDERSON GLASS	29.95
02/07/2017	174334	HOME DEPOT	668.23
02/07/2017	174335	HUTZEL PLUMBING	50.00
02/07/2017	174336	ICLE	121.50
02/07/2017	174337	JUMP-A-RAMA	999.03
02/07/2017	174338	KCI	7,105.53
02/07/2017	174339	KLAI-CO IDENTIFICATION PRODUCT, INC	165.74
02/07/2017	174340	KWAMI THOMAS-WILLIAMS	100.00
02/07/2017	174341	LANGUAGE LINE SERVICES	27.53
02/07/2017	174342	LB OFFICE PRODUCTS	95.81
02/07/2017	174343	LISA GARRETT	93.20
02/07/2017	174344	LOWE'S	84.01
02/07/2017	174345	LOWER HURON SUPPLY	357.98
02/07/2017	174346	MADCPO	125.00
02/07/2017	174347	MARK HAMILTON	1,500.00
02/07/2017	174348	MAYNARDS AUTO SERVICE CENTER	10.00
02/07/2017	174349	MCAA	75.00
02/07/2017	174350	MICHIGAN FIRE INSPECTORS	350.00
02/07/2017	174351	MUNICIPAL CODE CORPORATION	2,427.04
02/07/2017	174352	NAPA AUTO PARTS	49.88
02/07/2017	174353	NETWORKFLEET, INC	530.60
02/07/2017	174354	OFFICE EXPRESS	1,658.53
02/07/2017	174355	PARKWAY SERVICES, INC.	125.00
02/07/2017	174356	PENCHURA, LLC	165.91
02/07/2017	174357	PLUNKETT COONEY	247.50
02/07/2017	174358	PSYBUS	585.00
02/07/2017	174359	RESERVE ACCOUNT	10,000.00
02/07/2017	174360	RESIDEX, LLC	247.20
02/07/2017	174361	RKA PETROLEUM	3,767.35
02/07/2017	174362	ROBERTSON MORRISON, INC.	310.00
02/07/2017	174363	RON WHITTENBERG	40.00
02/07/2017	174364	SAM'S CLUB DIRECT	722.23
02/07/2017	174365	SCHOOLCRAFT COLLEGE	325.00
02/07/2017	174366	SOUTHERN COMPUTER WAREHOUSE	1,274.84
02/07/2017	174367	SPEARS FIRE & SAFETY SERVICE	450.00
02/07/2017	174368	STANDARD PRINTING	150.00
02/07/2017	174369	STANTEC	3,968.86
02/07/2017	174370	STATE OF MICHIGAN	600.00
02/07/2017	174371	STERN BROTHERS & CO	478.13
02/07/2017	174372	TAMMIE KEEN	12.31
02/07/2017	174373	TERRY TURNER	100.00
02/07/2017	174374	TIME EMERGENCY EQUIPMENT	489.95

02/01/2017 04:07 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 174297 - 174386

Check Date	Check	Vendor Name	Amount
02/07/2017	174375	TODD BARBER	3,525.00
02/07/2017	174376	ULLIANCE	911.55
02/07/2017	174377	UNIVERSITY TRANSLATORS	205.25
02/07/2017	174378	VERMONT SYSTEMS, INC	298.22
02/07/2017	174379	VICTORY LANE	218.38
02/07/2017	174380	WASHTENAW COUNTY LEGAL NEWS	170.00
02/07/2017	174381	WASHTENAW COUNTY ROAD COMMISSION	39,125.00
02/07/2017	174382	WASHTENAW COUNTY TREASURER#	10.00
02/07/2017	174383	WASHTENAW COUNTY TREASURER#	127.34
02/07/2017	174384	YPSILANTI COMMUNITY	1,483.63
02/07/2017	174385	YPSILANTI TOWNSHIP PETTY CASH	180.54
02/07/2017	174386	ZEP SALES & SERVICE	409.24

AP TOTALS:

Total of 90 Checks:	120,258.89
Less 0 Void Checks:	0.00
Total of 90 Disbursements:	120,258.89

Check Date	Check	Vendor Name	Description	Amount
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CREDIT CARDS

Bank CARDS COMERICA COMMERICAL CARD

01/31/2017	14(E)	COMERICA BANK	REGISTRATION FOR BRENDA TO ATTEND MTA WO	149.00
			MTA WORKSHOP REGISTRATION FOR BD. MEETIN	843.00
			TRAINING FOR NEW TRUSTEE	347.00
			REPLACEMENT COOLANT HEATER	142.35
			GEARPLAYER 4 TRANSCRIPTION	119.95
			HP LASERJET ENTERPRISE M506X F2A70A	649.12
			SURECALL ATTENUATORS	70.80
			PLANTRONICS CS530	165.49
			S7 CASES AND CHARGERS	75.94
			DUAL MONITOR DESK STAND 27"	48.99
			WINISO 6	20.95
			PAYMENT FOR ADVERTISING SERVICE	504.00
			COSTUMES FOR COMPETITION DANCE CLASS	355.50
			FLASH OPERATOR PANEL - CIVIC CENTER	90.00
			ANTIBACTERIAL SOAP	140.98
			MICHIGAN FIRE INSPECTORS SOCIETY 2017 WI	195.00
			NATURALREADER 14 - TEXT TO SPEACH	70.06
			SCREENCONNECT ANNUAL RENEWAL	179.84

4,167.97

CARDS TOTALS:

Total of 1 Checks:				4,167.97
Less 0 Void Checks:				0.00
Total of 1 Disbursements:				<u>4,167.97</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #2**

February 2, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$33,003.00

Budget for DTE to install an overhead LED street light at the corner of Russell Street & South Harris Road. This will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,505.00
		Net Revenues	<u><u>\$1,505.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$1,505.00
		Net Expenditures	<u><u>\$1,505.00</u></u>

Budget for Special May Election recently scheduled. This will be funded by a reimbursement from the County after the election.

Revenues:	Reimbursement for Elections	101-000-000-686.000	\$31,498.00
		Net Revenues	<u><u>\$31,498.00</u></u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$18,898.00
	REG OVERTIME	101-215-000-709.000	\$5,000.00
	OFFICE SUPPLIES - ELECTIONS	101-215-000-740-010	\$4,000.00
	PROFNSL SRV-PROGRAMMING BALLO	101-215-000-801.200	\$2,000.00
	TRAVEL - ELECTIONS	101-215-000-860.010	\$500.00
	EQUIPMENT RENTAL/LEASING	101-215-000-941.000	\$1,100.00
		Net Expenditures	<u><u>\$31,498.00</u></u>

Motion to Amend the 2017 Budget (#2):

Move to increase the General Fund budget by \$33,003 to \$8,359,498 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: Mike Radzik, OCS Director
Re: **Request to Approve a Contract Amendment with Carlisle Wortman Associates to provide Planning and Zoning Administration Services for \$135,000 annually funding in the Planning Department budget pursuant to line item budget amendments to be executed upon approval.**
Date: January 30, 2017

Carlisle Wortman Associates (CWA) has been the township's planning consultant since July 2016 pursuant to a contract approved by the Board of Trustees. The contract specifies general consulting services performed on a monthly retainer, and additional services performed on an hourly basis as needed.

In the wake of the unplanned resignation of the township's planning director on December 8, 2016, CWA has provided office staffing on an interim basis, has furthered development projects already in progress, and has begun to implement written protocols and procedures for planning and economic development functions. There are several important projects that require stability and continuity in order to bring them to successful completion.

In light of these recent developments and to meet the immediate needs of the Planning Department, I recommend that the consulting contract with CWA be amended to include ongoing planning and zoning administration services for calendar year 2017. As a result of careful evaluation of the interim services currently being provided, CWA has agreed to provide office staffing for planning and zoning administration as described in the enclosed contract amendment for a fixed monthly retainer of \$11,250. This arrangement eliminates the \$1,000 current monthly retainer and includes certain optional services that are currently billed on an hourly basis. There will be a neutral net financial impact on the Planning Department budget in order to provide full planning and zoning administration services.

I respectfully recommend approval of the proposed contract amendment. Upon approval, line item budget amendments within the Planning Department cost center will be executed in order to realign the existing budget to facilitate the contract amendment.

Enclosed is the original CWA contract and the proposed amendment. Thank you for your consideration.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Contract Addendum

This Addendum to the Contract between the Charter Township of Ypsilanti and Carlisle Wortman modifies the existing Agreement between said parties dated _____.

Services

Under the Addendum, the following services will be provided in addition to the services described in the existing Agreement.

CWA will provide Planning and Zoning Administration services as follows:

Office Coverage

- CWA will provide the Township with 3-day a week coverage. Two half-days will be covered by the Planning Administrator and two full days will be covered by a Planning and Zoning Coordinator. Both will be employed by CWA and supervised by Ben Carlisle as Principal-in-Charge.
- The Planning Administrator will oversee and supervise all day-to-day planning and zoning operations working under the direction of the Director of the Office of Community Standards.
- The Planning and Zoning Coordinator will work under the direction of the Planning Administrator, as well as the Director of the Office of Community Standards.
- The Planning Administrator and Planning and Zoning Coordinator will be responsible for the following:
 1. Answer resident questions and provide assistance to applicants.
 2. Review for completeness all applications for site plan review, special land uses, planned unit developments, or other matters that the Planning Commission is required to decide under the Ordinance.
 3. Review for completeness all applications for appeals, variances, or other matters that the Zoning Board of Appeals is required to decide under the Ordinance.

4. Receive and review for completeness all applications for text or map (rezonings) amendments to this Ordinance and refer such applications to the Planning Commission and Township Board for determinations.
5. Assist clerical staff with preparation of public notices.
6. Assist clerical staff with Planning Commission and Zoning Board of Appeals agendas and packets.
7. Consult with Township Staff, Building Official and Township Supervisor, as needed, regarding enforcement action.

Meeting Attendance

CWA will also attend monthly Planning Commission and Zoning Board of Appeals meeting and, when requested, Township Board meetings. CWA will also attend all Development Team meetings.

Remote Consultation

When not providing office coverage. CWA will be available for unlimited telephone and e-mail consultation with Township officials and staff.

Education

CWA will conduct one (1) annual workshop with the Planning Commission, Township Board and/or Zoning Board of Appeals on subject matter requested by the Township.

Compensation

CWA will perform all services described under the Revised Service plan, on a retainer basis of \$11,250 per month or \$135,000 annually. All other services described in the current contract, other than the Monthly Retainer, will be performed under the terms of the existing contract.

IN WITNESS WHEREOF, the "Consultant" and the "Client" have executed this Contract Addendum as of the date first set forth in this Agreement.

WITNESS

CLIENT

Brenda Stumbo
Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

Richard K. Carlisle, AICP, PCP
President
Carlisle/Wortman Associates, Inc.

Douglas J. Lewan, AICP, PCP
Executive Vice President
Carlisle/Wortman Associates, Inc.



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street
Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2015, by the **Charter Township of Ypsilanti** hereinafter referred to as the “Client” and Carlisle/Wortman Associates, Inc., a Michigan Corporation of 605 S. Main Street, Suite 1, Ann Arbor, Michigan, hereinafter referred to as the “Consultant.”

WHEREAS, the “Client” desires to engage the “Consultant” to provide certain services to and for “Client” as hereinafter set forth under “Scope of Work.”

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement hereinafter set forth, the parties intending to be legally bound do hereby agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

SCOPE OF WORK

The “Consultant” agrees that the “Scope of Work” and services provided to the “Client” shall be as follows:

1.1 Monthly Retainer

The monthly retainer shall include the following services:

1. Attendance at one (1) regular Planning Commission meeting per month.
2. Attendance at pre-planning meetings provided such meetings are conducted on day of regular Commission meetings.
3. Unlimited telephone/e-mail consultation with staff.
4. Keep Township officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
5. Conduct one (1) annual workshop with the Planning Commission, Township Board, and/or Zoning Board of Appeals on subject matter tailored to the Township’s request.

1.2 Planning / General Consultation

The Consultant shall provide requested consultation by the Client regarding issues relating to the Master Plan, economic development, state regulations and other legislative responsibilities and other planning matters, as requested by the Township.

1.3 Development Review

The Consultant shall review development proposals as requested by the Client, such as site plans, rezoning, special land use requests, PUDs, variance, and other matters related to zoning ordinance. The Consultant will attend meetings when requested. The Consultant will provide development agreements as requested, working in close cooperation with the Client’s Attorney and staff.

1.4 Ordinance Amendments

Upon the request of the Client, the Consultant will prepare the draft language, working closely with the Client’s Attorney, staff and Planning Commission.

SECTION 2.0

COLLECTION OF DATA

It is understood that the “Consultant” will have the cooperation of the “Client” in collecting and providing basic data and other information required by the “Consultant” for the above work. This shall include the transmittal of all pertinent documentation in “Client’s” possession, including base maps in electronic files and mylar files.

SECTION 3.0

COMPENSATION

3.1 Monthly Retainer

The monthly retainer for services set forth in Section 1.1 shall be \$1,000.00 for the term of this contract.

3.2 Hourly Rates

All other work, including attendance at meetings not covered by the retainer, development reviews and minor studies and ordinance amendments, shall be performed hourly based on the fees provided below:

Personnel	Rate		
	2016	2017	2018
Principal (R. Carlisle)	\$125	\$130	\$130
Principal (D. Lewan)	\$110	\$115	\$115
Principal (B. Carlisle)	\$100	\$105	\$105

Senior Associate	\$90	\$95	\$95
Graphics (GIS) Technician	\$65	\$70	\$70
Support Staff	\$55	\$60	\$60

3.3 Major Studies and Amendments

From time to time, the Township may request more in-depth studies, amendments, etc. In this case, we will bill our time based on current hourly rates or provide the Township Manager with a written not-to-exceed cost proposal, if requested.

3.4 Development Review Fee Schedule (See Appendix A)

3.5 Reimbursable / Expenses

GIS Operation \$30/hour
Mileage \$0.57/mile
Supplies, Prints, Mailing cost + 20%

3.6 Terms of Payment

The “Consultant” shall invoice the “Client” at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the “Client.”

SECTION 4.0

REPRESENTATION

It is understood and agreed that **Richard Carlisle, AICP, and Benjamin Carlisle, AICP**, will represent the “Consultant” in all matters pertaining to this Agreement. From time to time, the “Consultant” may utilize other of “Consultant’s” staff and/or employ additional personnel or sub-consultants to assist in the execution of matters pertaining to this contract.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the “Consultant” under this Agreement shall be considered the property of the “Client”.

SECTION 6.0

INDEPENDENT CONTRACTOR

“Consultant’s” status under this Agreement is that of an independent contractor. “Consultant” shall not be deemed an employee, agent, partner or joint venture of “Client” for any purpose whatsoever, and “Consultant” shall have no authority to bind or act on behalf of “Client.”

SECTION 7.0

INSURANCE

Consultant shall maintain Commercial General Liability insurance with coverage of at least \$1,000,000.00 per occurrence, Automobile Liability insurance with a combined single limit of \$1,000,000.00 per accident, Worker’s Compensation coverage of \$500,000.00 per employee and Professional Liability insurance of \$1,000,000.00 per claim (\$2,000,000.00 aggregate per year) during the term of this Agreement.

SECTION 8.0

TERMS OF AGREEMENT

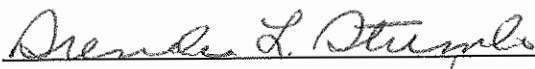
The term of this Agreement shall be for a period from the date of execution until completion of the “Scope of Work” and shall not exceed **four (4) years** unless mutually extended.

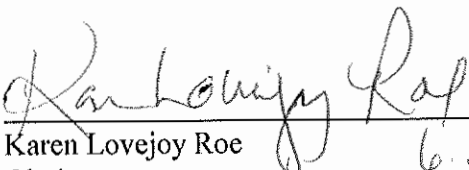
This Agreement may be terminated by either the “Client” or “Consultant” upon sixty (60) days written notice. Compensation shall be paid by the “Client” to the “Consultant” for all services rendered to the “Client”, including services rendered during the sixty (60) day notice period referenced in this paragraph.


IN WITNESS WHEREOF, the "Consultant" and the "Client" have executed this Agreement as of the date first set forth in this Agreement.


WITNESS

CLIENT


Brenda Stumbo 6.22.16
Supervisor
Charter Township of Ypsilanti


Karen Lovejoy Roe 6.22.16
Clerk
Charter Township of Ypsilanti


Richard K. Carlisle, AICP, PCP
President
Carlisle/Wortman Associates, Inc.


Douglas J. Lewan, AICP, PCP
Executive Vice President
Carlisle/Wortman Associates, Inc.

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



14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. CHARLES POPE
DISTRICT COURT JUDGE

MARK W. NELSON
MAGISTRATE

To: Karen Lovejoy Roe, Clerk

From: Mark Nelson, Magistrate / Court Administrator

Re: Request to renew and approve a fees addendum to Memorandum of Agreement between Court Innovations Inc. and State Court Administrative Office. Payment of annual subscription cost of \$1620.00 from 236.136.000.819.006

Date: January 25, 2017

Cc: Board of Trustees

The 14B District Court is requesting approval to renew and approve a fees addendum to Memorandum of Agreement between Court Innovations Inc. and State Court Administrative Office. Payment of annual subscription cost of \$1620.00. Pursuant to the attached Memorandum of Understanding between the 14B District Court and Court Innovations Incorporated.

This amendment does three things. The first is it extends our existing agreement through 2017. Secondly, it changes us from a per transaction model of payment to a flat subscription rate. And third, it adds an upload feature allowing citizens to electronically submit proof of correction on waivable offenses.

Currently, we are paying for the online mediation segment of this service on a per transaction basis. We launched this service in June of 2016. In the six months of 2016 we offered the online mediation service we paid \$570.00 in invoices. The new proposed subscription would take us from a per transaction fee to a flat subscription model.

In addition to changing to a flat annual cost, Court Innovations will be providing a new service. A summary of that service is attached to this memo. This service will provide to the public is the ability to send documentation of compliance on a waivable citation to the Court electronically rather than bringing it to the court in person during business hours.

Examples of waivable or reducible citations are defective equipment and no proof of insurance. These are common citations that require the person to whom the citation is issued to provide proof of repair or proof of existing insurance to the court within 10 days of the offense. This requires a trip to the court to deliver a copy of the citation and proof. By allowing this to be done electronically, citizens will be able to deliver proof to the court at any time without having to come to the courthouse. As with the online mediation service, any payment due is paid online as part of the process.

This system will be available 24 hours a day, so the public can address a traffic citation and get the result they would have by coming to court. This will not require time off from work, or traveling to the court. The public will be able to complete this transaction in a manner of minutes at a time of their choosing.

This system has been implemented by other district courts and the Washtenaw County Sheriff's department is familiar with and support the process.

Attached is addendum. I have also attached an information sheet with additional details. If any additional information is needed, please do not hesitate to contact me.



November 30, 2016

Waivable Offenses and Citizen Upload Feature

Waivable citation review is an upcoming new feature that will seamlessly integrate with your current online traffic module. It will allow your court clerk (or other designated court staff) to review citizen's uploaded documentation and then make a decision to waive all fees or charge a reduced fee for the waivable offense.

This feature allows citizens to upload documentation that they would normally have to bring to the courthouse to have their waivable offenses resolved. Offense examples include:

- Defective Equipment

- No proof of Insurance

Example: a Citizen has a defective equipment citation, the upload feature would allow them to take a picture of the citation that was signed by the officer as proof they made the repair and upload it as proof. The citation fees could be waived or a fee could be charged based on or current fee schedule for waivable offenses.

The feature will be available by Feb 1, 2017 and can be installed soon after release.

Page 2 shows an example of what the Citizen page can look like for a person with a waivable citation. All of the content on the page can be changed to read in any way the Court chooses, the content on the page is just for example purposes.



Request Review

Law enforcement and the court will review your driving record and the statement you provide below to determine if you qualify for a reduced charge.

Your Statement

I fixed my headlight. The police officer has signed my ticket and I have uploaded an image of the ticket. Please consider waiving my fine.

I affirm that I am MARY ARCHER BROWN and that the information provided is true and complete.

What type of ticket is this?

Defective Equipment

You must upload a picture proving the repairs have been made or a picture showing the ticket has been signed by an officer. You must submit proof within 14 days of getting the ticket. **This will reduce your fine from \$115 to \$0.**

Upload Proof

[Add or remove files](#)

We will notify you once the judge has reached a decision.

Your email

you@mailbox.com

Confirm your email

Cell phone

(555) 555-5555

Confirm cell phone

SUBMIT

[Cancel](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE 14B DISTRICT COURT AND COURT INNOVATIONS INCORPORATED
Renewal and Fees Addendum**

Addendum to the Memorandum of Understanding (MOU) entered into by and between the 14B District Court (14B), and Court Innovations Incorporated (Cii) effective March 31, 2016.

TERM

The parties agree to extend the TERM by replacing the TERM section of the referenced MOU, in its entirety, with the following:

“The term of this SOW shall commence on March 31, 2016 and terminate on December 31, 2017 (unless earlier terminated pursuant to the MOU). This agreement shall renew for successive one-year periods unless either party provides written notice to the other party at least (90) days prior to the expiration of the current Term.”

The parties agree to add the following language to the FEES section of the MOU:

- A subscription fee shall begin on January 1, 2017.
- The subscription fee each month shall be \$135 total and cover all fees for traffic requests (including waivable offenses).
- Monthly fees provided for herein are fixed through December 31, 2017.

Signed:

14B District
Date _____

Mary Jo Cartwright

Chief Executive Officer
Court Innovations Inc.
Date _____



14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. CHARLES POPE
DISTRICT COURT JUDGE

MARK W. NELSON
MAGISTRATE

To: Karen Lovejoy Roe, Clerk

From: Mark Nelson, Magistrate / Court Administrator

Re: Request to authorize Amendment to Memorandum of Understanding by and between the 14-A District Court, the 14-B District Court, and the State Court Administrative Office

Date: January 30, 2017

Cc: Board of Trustees

The 14B District Court is requesting approval of the attached Amendment and Modification to Next Generation of Judicial Information Systems Memorandum of Understanding by and between the 14-A District Court, the 14-B District Court, and the State Court Administrative Office.

In 2008, the 14-B District Court along with the other Washtenaw County courts entered into a memorandum of understanding with the State Court Administrative Office (hereinafter "SCAO") to develop and launch a software replacement of the then existing computer based case management system known as Judicial Information Systems (hereinafter "JIS"). The original agreement provided that software would be developed in partnership with our courts and SCAO. This partnership provided that the 14-B District Court, through Ypsilanti Township, would provide funding for the project.

In the eight years since, the software was not developed into a deliverable form. Since SCAO was unable to perform, the contract terminates by its own terms. The damages clause to the contract provides that the courts which contributed funds would have the amount of that contribution returned upon default. For the 14-B District Court that amount is \$173,004.00.

The 14-B District Court has been using JIS since October of 2012. As it was anticipated the new software would still be delivered, but in recognition of the delays up to that point, SCAO has waived user fees from our conversion in 2012 through present. It has now been determined that the software cannot be delivered.

Pursuant to the terms of the amendment, the funds contributed are to be returned as a credit against user fees beginning January 1, 2017. The estimated user fees for 2017 are \$29,444.86. User fees are determined by a formula based caseload, so the fee is not determined until the previous year's caseload is reported. Given that the user fee is determined by this formula, it is unknown exactly how long it will take to exhaust the credit. In addition to variances in annual user fees from the formula, there are periodic percentage increases in user fees. Per the attached agreement, those percentage increases are capped at 4%.

Assuming that the Court's caseload remains fairly constant and SCAO imposes a maximum percentage increase each year, the credit in the attached agreement will be fully expended in, or around, April of 2022. From that point forward the Court will be obligated to pay user fees for JIS. This will result in the Court not paying user fees from October 2012 through April 2022. Using \$30,000 as the average annual user fee for that nearly 10 year period, the Court and the Township will have received nearly \$300,000.00 in waived user fees for its \$173,004.00 contribution.

The Court is requesting that the Board approve the attached amendment.

Attached is a copy of Amendment to Memorandum of Understanding by and between the 14-A District Court, the 14-B District Court, and the State Court Administrative Office. If any additional information is needed, please do not hesitate to contact me.



Michigan Supreme Court

Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-0128

**Amendment and Modification to
Next Generation of Judicial Information Systems
MEMORANDUM OF UNDERSTANDING
by and between
the 14-A District Court, the 14-B District Court,
and
the State Court Administrative Office**

1. A Memorandum of Understanding was entered into between the Washtenaw County Trial Court, 14-A District Court, 14-B District Court, and the State Court Administrative Office on or about and between the dates of November 7, 2007 and January 24, 2008;
2. The terms with respect to the Washtenaw County Trial Court are not implicated by this amendment and modification and they are not a party to this amendment and modification.
3. The Memorandum of Understanding established the rights and obligations of the parties regarding the ownership, licensing, use, hosting, and maintenance and support of computer software programming "Next Generation of JIS" (NGJIS).
4. Since the execution of that Memorandum of Understanding, it has been determined that a new software approach can more effectively and efficiently service the courts. Implementation of this new approach is currently underway.
5. In light of the new software approach, and pursuant to the terms of the original Memorandum of Understanding, the parties wish to amend and modify the terms of the original agreement to reflect that the 14-A District Court and the 14-B District Court wish to avail themselves of the new software system under the same terms and conditions as outlined in the original Memorandum of Understanding. In addition to the original terms of the Memorandum of Understanding, the parties agree as follows:
 - a. The State Court Administrative Office will not refund any original contributions made by any of the affected courts;
 - b. The State Court Administrative Office will decrement the original contributions of the affected courts by way of future JIS user fees;
 - i. The original contributions are as follows:
 - a. 14-A: \$343,182.00
 - b. 14-B: \$173,004.00
 - c. User fees will commence on January 1, 2017.

- d. User fee increases will be capped by the State Court Administrative Office at 4% per year until the original contribution amounts are depleted.
- e. After the original contribution amounts are depleted, user fee calculations and increases will not be capped and will be handled in the same manner as all other Michigan courts that avail themselves of the software system.

For and in consideration of mutual promises, representations, and assurances, the parties enter into this modification and amendment to the original above referenced Memorandum of Understanding.

For the 14-A District Court

By: _____
Richard E. Conlin, Chief Judge

Dated: _____

By: _____
Gregory Dill, County Administrator

Dated: _____

By: _____
Curtis N. Hedger, Corporate Counsel

Dated: _____

By: _____
Lawrence Kestenbaum, Clerk/Register

Dated: _____

For the 14-B District Court

By: _____
Charles J. Pope, Chief Judge

Dated: _____

By: _____
Brenda Stumbo, Ypsilanti Township Supervisor

Dated: _____

By: _____
Karen Lovejoy Roe, Ypsilanti Township Clerk

Dated: _____

**For the Michigan Supreme Court
State Court Administrative Office**

By: _____
Milton L. Mack, State Court Administrator

Dated: _____

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
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JIMMIE WILSON, JR.



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: January 30, 2017

RE: Request authorization of the Bud and Blossom Park and the Community Center Ceiling Repair Agreements between Ypsilanti Township and the Washtenaw County Office of Community & Economic Development to define the roles and responsibilities for each party with funding for both projects provided by Community Development Block Grant (CDBG)

Ypsilanti Township staff has been working with the County offices of the CDBG for almost a year now in an attempt to secure HUD funding for a couple of projects in low-moderate income areas as a qualification to gain funding. After several discussions and meetings to go over these projects, we are now ready to ask the Board to approve the signing to have the County administer the sealed bid process.

The Bud & Blossom playground project will be a play structure targeted toward 2-12 year olds. This will include a border and fall-zone material inside the border for safety.

The Community Center project will be to remove, clean and replace the ceiling tiles in essentially the entire building. We will also be seeking an alternate price to remove and replace with NEW tile.



January 30, 2017

Dear Supervisor Brenda Stumbo,

The Urban County approved, and HUD provided funding for purchase and installation of playground equipment and related equipment for **Bud & Blossom Park**. Ypsilanti Township requested that Washtenaw County's Office of Community and Economic Development administer the project including drafting and releasing the Request for Proposals (RFP), selecting the contractor in cooperation with Ypsilanti Township, and supervising construction of the project.

This letter is provided to define roles and responsibilities in regard to this project, to provide a draft timeline, and to note the previously approved funding amounts available for this project are a total of \$65,000. Please note that \$45,000 was committed in 2015 and \$20,000 in 2016.

Roles

Ypsilanti Township will remove existing playground equipment and brush and other plant material from the site. Ypsilanti Township has already provided information on vendors to receive the RFP. Ypsilanti Township will mark the specific location for the playground and related equipment at the pre-bid walk through meeting. Township staff will review bidders and provide feedback to OCED prior to selection of contractor. Ypsilanti Township will also be responsible for obtaining any relevant permits.

Washtenaw County Office of Community and Economic Development (OCED) will be responsible for drafting the RFP and receiving sign off from Ypsilanti Township officials. Once approved, OCED will post and advertise the RFP using vendor information provided by Ypsilanti Township. In coordination with Ypsilanti Township, OCED will select the contractor and execute the contract. OCED will oversee construction and payments to the contractor. Any change orders are subject to approval by Ypsilanti Township.

Tentative Timeline

- RFP release – early Feb.
- Pre-Bid Walk Through – early Feb.
- Contractor selection and contract execution – late Feb./early March
- Construction begins: March/April
- Project Completion – May/June



January 30, 2017

Dear Supervisor Brenda Stumbo,

The Urban County approved, and HUD provided funding for removal of ceiling tiles and either cleaning and reinstallation or cleaning and replacement of the tiles in the Ypsilanti Township Community Center at 2025 E. Clark Road. Ypsilanti Township requested Washtenaw County's Office of Community and Economic Development administer the project including drafting and releasing the Request for Proposals (RFP), selecting the contractor in cooperation with Ypsilanti Township, and supervising the project.

This letter is provided to define roles and responsibilities in regard to this project, provide a draft timeline, and to note the previously approved funding amounts available for this project which is \$31,355 in 2015.

Roles

Ypsilanti Township will advise OCED in creating the RFP for services, and selecting the contractor. Ypsilanti Township staff will be present during the pre-bid meeting, and will be intricately involved in coordinating any phasing for the project. Ypsilanti Township staff will be responsible for communicating any scheduling changes to residents as part of the project. Ypsilanti Township will also be responsible for obtaining any relevant permits.

Washtenaw County Office of Community and Economic Development (OCED) will be responsible for drafting the RFP and receiving sign off from Ypsilanti Township officials. Once approved, OCED will post and advertise the RFP using vendor information provided by Ypsilanti Township. In coordination with Ypsilanti Township, OCED will select the contractor and execute the contract. OCED will oversee construction, and work in close coordination with Community Center staff on phasing and a work schedule. OCED will handle payments to contractors. Any change orders are subject to approval by Ypsilanti Township.

Tentative Timeline

- RFP release – late Feb.
- Contractor selection and contract execution – March
- Construction begins: April/May
- Project Completion – May/June

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**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: January 30, 2017

RE: Request approval of the attached job description for Assistant Director of Golf Operations and authorization to post the position external.

As part of the 2017 budget presentations last fall, recommendation was made regarding restoring the assistant position at the Leon Jackson Pro-Shop.

Over the last number of years, it has become evident that having the assistant allows the course to be able to operate more efficiently. The attached job description has been prepared and reviewed with Kirk Sherwood, the new Director of Golf, and we are requesting approval to post the position externally.

This position would be considered a full-time, year round, non-bargaining position, with a base salary of \$30,000 annually, budgeted under 584-584-000-706-008. During the peak of the golf season, the need for overtime is anticipated and would increase the annual salary. During the off-season, the assistant would be floated to assist other departments as needed.

Your consideration in this matter is appreciated. Should you have any questions, please feel free to contact me.

Charter Township of Ypsilanti

ASSISTANT DIRECTOR OF GOLF OPERATIONS

Summary

Assist in the daily management and supervision of the municipal golf course operations to ensure quality service is provided to the public and that work is performed in compliance with Township policies and procedures.

Supervision Received

This position works under the general supervision of the Director of Golf Operations. The employee works with considerable independence and is responsible for making decisions that require technical discretion, sound judgment and familiarity with Township policies and golf industry standards.

Performance evaluated through the review of records, inspection and discussion. Comments and the level of satisfaction of golf course patrons are critical factors for consideration in the evaluation.

Supervision Exercised

Responsible for direction and supervision of seasonal employees assigned to the pro shop inclusive but not limited to pro shop staff, starters, Rangers, and golf cart attendants.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform).

1. Open the golf course for daily business. When necessary, communicate with the golf course superintendent to determine playability of the course.
2. Operate the Pro Shop to include scheduling tee times, collection of fees and remittance to the proper source, and the merchandizing and inventory of golf items and snacks.
3. Oversee and schedule golf cart usage. Ensure the golf carts are well maintained in running condition, and clean.
4. Assist the Director of Golf Operation with scheduling and supervising the activities of the seasonal pro-shop staff, starters and cart attendants.
5. Promote the use of the course through league play, tournaments, and golf outings. Provide hospitality and ensure the course is appropriately prepared for the events.
6. Coordinate with the Recreation Department to promote youth interest in the game of golf by providing instruction, junior golf leagues and special youth events.
7. Maintain a positive public appearance of the golf course by ensuring the following maintenance tasks are performed:
 - a. Custodial maintenance of the pro-shop
 - b. Keep pavilions clean and maintained for special events
 - b. Keep the grounds and shrub beds outside the pro-shop free of weeds and debris
 - c. Keep #1 and #10 tees and the sand traps around #9 and #18 greens clean at all times.

ASSISTANT DIRECTOR OF GOLF OPERATIONS

Responsibilities and Duties (con't)

8. Work cooperatively with the Director of Golf Operations, the Golf Course Superintendent and other staff to provide quality seamless customer service.
9. Communicate regularly with the Director of Golf Operations and the Golf Course Superintendent to provide information, make recommendations and participate in planning efforts.
10. Demonstrate continuous effort to improve operations within the exiting framework, promote the course, and promote player relations.
11. Perform other appropriate tasks assigned by the Township Supervisor or designee.

Essential Functions, Qualifications and KSA's for Employment

An employee in this position, upon appointment, should have the equivalent of the following:

- Knowledge of business management and organizational techniques.
- Knowledge of the game of golf, preferred
- Knowledge of league and tournament organization and promotion.
- Knowledge of purchasing, merchandise marketing and inventory control.
- Knowledge of the principles and practices of supervision and the ability to effectively schedule, direct and supervise the work of others.
- Ability to work and communicate effectively both orally and in writing with the public, employees and vendors.
- Knowledge of cash handling procedures and internal controls.
- Ability to work flexible hours and on weekends.
- Preferred training and experience includes:
Course work in business management, recreational facilities management or the equivalent training in golf course management. Two years management experience with supervisory responsibility.
- Must possess a valid Michigan driver's license.

Supervisor
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Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON JR.



**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Director of Golf, Kirk Sherwood II, PGA

Date: January 30, 2017

Subject: 2016 Golf Course Rate Adjustments for 2017 Golf Season

After much consideration and reviewing rates of local golf courses, I propose that the following changes be implemented at Green Oaks Golf Course for the 2017 Golf season.

1. The seven-day membership rate for residents wishing to add a spouse/dependent child need to increase from \$225 to \$275. The non-resident spouse/child rate would increase from \$355 to \$400. There should be a price difference when comparing a five-day membership to a seven-day membership due to more availability to use the membership. All other rates are appropriate at this time and do not need to be adjusted.
2. Based on a comparison from local courses recommendation is that the majority of our rates stay the same as the 2016 season for the golf course. The seasonal rate should be increased by \$1 on both 9 and 18-hole fees for a weekend premium rate. It is also recommended that the weekend in-season rate be increased by \$3 for 9-hole rounds on the weekend. I have included a rate sheet with this memo for review. It is recommended that the twilight times be moved back to accommodate more time for regular play. The weekday twilight rate will start at 6:30 p.m., and the weekend twilight rate will start at 5:00 p.m. An additional fee structure has been added for weekends between the hours of 1:00 p.m. to 5:00 p.m. in an effort to increase rounds and revenue during a time period that is not currently very busy.
3. The cart storage fee should be adjusted from \$250 to \$300 for members that currently store carts at the course. The cart storage fee is a grandfathered-in situation and will not be offered to future members. The plan is to slowly phase this out over the next few years. There are currently a total of 9 carts that continue to use this option. This adjustment is recommended as most courses charge \$400-500 for an annual cart pass. Carts stored at the course must also have proof of insurance submitted to the golf course for liability reasons.
4. Attached you will find a copy of the 2016 Membership information as well as the new 2017 Membership information. Changes to this information for the 2017 season are outlined and clearly stipulate rules regarding outings, leagues, and membership dates of restriction for

each different membership. These changes are being recommended in an effort to increase revenue for the golf course during the 2017 golf season.

5. An employee policy for golf at Green Oaks is attached. This policy states a recommended method of how Green Oaks can monitor employee golf.

Thank you for your time in consideration of these matters. If you have any questions in regard to these topics please feel free to contact me prior to the board meeting.

2017 Green Oaks Golf Course Rates

<u>Seasonal Rate (Before May 1st , After Sept 10)</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$13.00	\$15.00
Weekday (Senior/Student)	\$11.00	\$13.00
Weekend	\$14.00	\$16.00
 Cart Fees	 \$5.00	 \$10.00
 <u>In Season Rate (May 1st through Sept 10th)</u>	 <u>9 Holes</u>	 <u>18 Holes</u>
Weekday	\$15.00	\$20.00
Weekday (Senior/Student)	\$10.00	\$14.00
Weekday Twilight 6:30 p.m. -CL	\$17.00 w/cart	
 Weekend	 \$20.00	 \$24.00
Weekend 1 p.m. - 5 p.m.	\$17.00	\$19.00
Weekend Twilight 5:00 p.m. -CL		\$25.00 w/cart
 Cart Fees	 \$5.00	 \$10.00
 League Fees	 \$16.00 Per player including Cart (11.00 walking)	

*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates

2017 Membership Pricing

	<u>Resident</u>	<u>Non Resident</u>
7 Day Membership	\$800	\$1,000
Add Spouse/Child	\$275	\$400
 5 Day Membership	 \$500	 \$690
Add Spouse/Child	\$225	\$355
 Season Cart Pass	 \$500	 \$600
 Cart Storage Fee-Grandfathered-In Only	 \$300	



1775 E CLARK RD.
YPSILANTI, MI 48198
(734) 485-0881

Green Oaks Golf Course
2017 Membership Programs

<u>Resident</u>	<u>5 Day (Weekday only)</u>	<u>7 Day</u>
<i>Single Golfer</i>	\$500.00	\$800.00
<i>Add Spouse/Dependent</i>	\$225.00	\$275.00
 <u>Non-Resident</u>		
<i>Single Golfer</i>	\$690.00	\$1,000.00
<i>Add Spouse/Dependent</i>	\$355.00	\$400.00
 <u>Season Cart Pass</u>	<u>Resident</u>	<u>Non-Resident</u>
	\$500	\$600

Please Note:

- Fees can be paid in two payments: 50% at the time of sign-up and 50% due by June 30th, 2017. If 100% are not paid by June 30th, 2017 the membership will be dropped.
- Memberships are valid for green fees only. Members who do not walk are required to pay a \$5 cart fee per person per 9 holes of play.
- 7 Day Memberships exclude booking tee times on weekends and holidays prior to 12:00 p.m. Members are allowed to play prior to 12:00 p.m. with the expectation that they book their tee time after 1:00 p.m. the day before the date of play.
- All members will receive a 10% discount on select merchandise purchased in the pro shop. Not to be combined with any other offer.
- 7 Day Membership includes one league green fee (\$5 cart fee required per person per 9 holes). 5 Day memberships do not include league green fees.
- Memberships are not valid toward outing green fees or cart fees.
- Each additional league is \$100 per player.
- Discounted greens fees of \$10 w/cart for 9 holes, \$20 w/cart for 18 holes per person during restricted membership times.

**2017
Green Oaks Golf Course
Membership Application**

Name: _____

Add Spouse/Child: **5 Day (Res/Non Res) \$225/\$355 7 Day (Res/Non Res) \$275/\$400**

Spouse Name if Applicable: _____

Address: _____

City: _____

Zip: _____

Phone: _____ Email: _____

Membership Type (Please Circle) 5 Day 7 Day

Total Cost of Membership: \$ _____

Total Amount Paid: \$ _____ Balance Due: \$ _____

- I agree to abide by all rules and regulations of Green Oaks Golf Course, now in effect and to future changes and additions that may be made.
- I agree to pay greens fees and cart fees if playing during out of season restricted times to include before April 1st or after November 1st.
- I will make tee times in advance and check in with Pro Shop before playing.
- I also understand that Green Oaks Golf Course does host events on occasion, or may have maintenance that require them to close the course to regular play.
- I understand that Green Oaks G.C. memberships are valid from **April 1st, 2017 thru November 1st, 2017.**
- I agree to abide by the “No more than 4 golfers and two golf carts” policy, and understand that failure to comply may result in the suspension or revoking of my membership without refund.
- **No Refunds of any type will be given throughout the season following the purchase of a Green Oaks membership.**

By filling out and signing this application, you agree to comply with all rules and regulations of Green Oaks Golf Course.

Signature: _____

Date: _____



Green Oaks Golf Course 2016 Seasonal Pass Programs

<u>Resident</u>	<u>5 Day Pass (weekday only)</u>	<u>7 Day Pass</u>
<i>Single Golfer</i>	<i>\$500.00</i>	<i>\$800.00</i>
<i>Add Spouse/Dependent</i>	<i>\$225.00</i>	<i>\$225.00</i>
 <u>Non-Resident</u>		
<i>Single Golfer</i>	<i>\$690.00</i>	<i>\$1,000.00</i>
<i>Add Spouse/Dependent</i>	<i>\$355.00</i>	<i>\$355.00</i>
 <u>Seasonal Cart Pass</u>		
	<u>Resident</u>	<u>Non-Resident</u>
	<i>\$500</i>	<i>\$600</i>

Please Note:

- Fees can be paid in two payments: 50% at the time of sign-up and 50% due by June 30th 2016. If 100% are not paid by June 30th, 2016 the membership will be dropped. No refunds will be given.
- Seasonal passes are for green fees only, (unless a cart pass has been purchased). Pass holders are required to pay a \$5 cart fee per 9 holes of play.
- Seasonal passes exclude weekends and holidays prior to 11:00 am.
- All seasonal pass holders will receive a 10% discount on select merchandise purchased in the pro shop.

2016 Green Oaks Golf Course Seasonal Pass Application

Plan _____ Paid Amount _____ Date Paid _____

Name: _____

Add Spouse/Child ea. (ytown Res. \$225) (Non-Res. \$355):

Spouse Name if Applicable: _____

Address: _____

City: _____

Zip: _____

Phone: _____ Email: _____

- I agree to abide by all rules and regulations of Green Oaks Golf Course, now in effect and to future changes and additions that may be made.
- I agree to pay greens fees if my seasonal pass option does not include weekends and holidays.
- I will make tee times in advance and check in with Pro Shop before playing.
- I also understand that Green Oaks Golf Course does host events on occasion that require them to close the course to regular play.
- I understand that Green Oaks G.C. seasonal passes are valid from the time of opening thru November 30th, 2016. If weather permits, I agree to pay regular greens fees after November 30th, 2016.
- I agree to abide by the "No more than 4 golfers and two golf carts" policy, and understand that failure to comply may result in the suspension or revoking of my membership without refund.
- No Refunds will be given following the purchase of the seasonal pass.

By filling out and signing this application, you agree to comply with all rules and regulations of Green Oaks Golf Course.

Signature: _____

Date: _____

Charter Township of Ypsilanti Green Oaks Golf Course Employee Golf Policy

The purpose of this policy is to establish clarity regarding Green Oaks Golf Course employee golf benefit. Any violations of the rules set forth will result in the loss of privileges of playing golf at Green Oaks and may include discipline up to termination. Golf course management reserves the right to modify these policies regarding the employee golf benefit at any time.

Stipulations Golf Employee

1. Employees working 30 or more hours- 2 Rounds of Golf with Cart per week.
2. Employees working less than 30 hours per week-1 Round of Golf with Cart per week.
3. Rounds cannot be split into four individual 9-hole rounds per week.
4. All play will start on the 1st or 10th hole at the discretion of the golf shop staff at check in.
5. All employees must sign and date the employee golf check- in sheet located at the counter.
6. Any guest of an employee will pay the regular rate for golf fees.
7. Employee play will be restricted to Monday-Friday before 3:00 p.m. and Saturday-Sunday after 3:00 p.m., unless given prior permission by golf course management. The employee rates and fees do not apply to leagues and outings.

Employee Signature/Date

Golf Director Signature/Date

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of January 26, 2017 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:	46593433	
	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 Russell St & S Harris Rd at the bus stop 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> "):	Install (1) overhead fed 65watt Autobahn LED with black housing mounted on a 6' arm attached to an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$145.12	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,940.16
	Credit for 3 years of lamp charges:	\$435.36
	CIAC Amount (cost minus revenue)	\$1,504.80
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 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 warranties, 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: _____

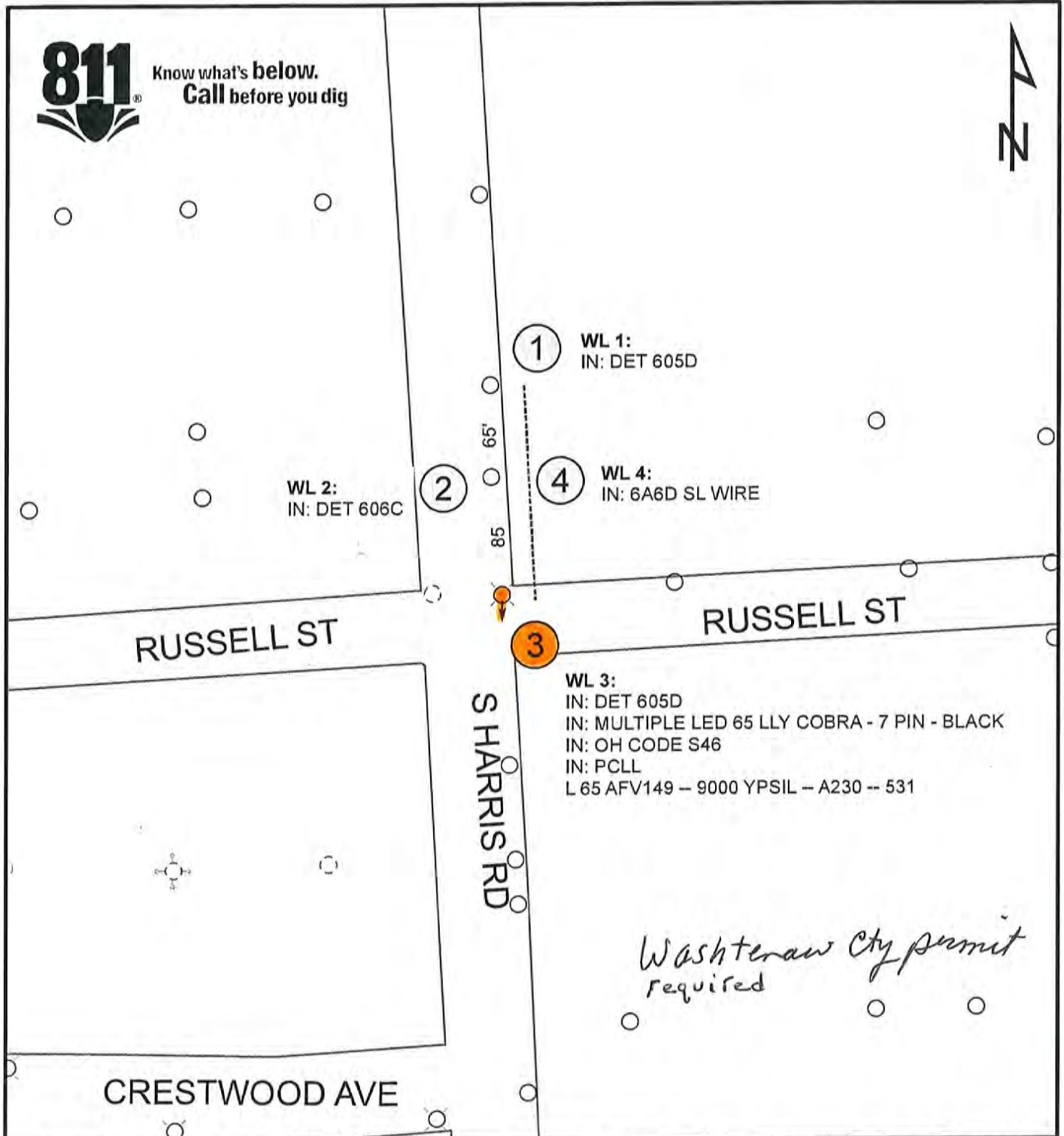
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Know what's below.
Call before you dig



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

DTE Energy

DTE Electric - Distribution Engineering and Planning

Service Planner		Work Order Description					
O'Dea, Charlotte A		SL - NBUS - 1 OH - Russell St & S Harris Rd - Ypsilanti Twp					
Phone	Work Order #	GIS-DSN	COH	CUL	CUG	PLC	
734.397.4307	46821167	46821184	46821193				
Supervisor	Circuit #1	Circuit #2	PH	SCMAT	46821192		
Brian R Kinnick	MOTT 8124		Worksite Twp	County	Washtenaw		
Phone	Service Center	Worksite City	YPSILANTI	RSD			
734.397.4024	JU Work to be Performed			JU			
Planning Engineer	JU Company	Contact	Email	Phone			
	JU Company	Contact	Email	Phone			
Phone	CUE Number	Ver	Plot Date	Scale	Town	Range	
	701624	1	1/19/2017	NTS	03S	07E	
						Section	
						10	
						Qtr	



January 20, 2017

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

Re: Proposed Street Lighting – Intersection of Russell St & S Harris Rd at the Bus Stop

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 Russell St & S Harris Rd at the bus stop. I am recommending the installation of one 65 watt Autobahn LED style fixture with black housing mounted on a 6 ft 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.

Russell St & S Harris Rd – 1 New Street Light on Existing Wood Pole

Annual operating cost	\$145.12
Cost to construct	\$1,940.16
Minus 3yrs revenue	(\$435.36)
Contribution from Ypsilanti Township	\$1,504.80

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

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

MEMORANDUM

To: Ypsilanti Township Trustees

From: Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer

Date: January 31, 2017

Subject: ***Request Authorization to Increase the Rates Charged by McLain and Winters for Prosecution to \$120.00 per hour and Legal Services (Including Litigation) to \$180.00 per hour Subject to the 2017 Legal Services Budget Previously Adopted by the Ypsilanti Township Board of Trustees***

We are requesting approval of new rates for McLain and Winters, Ypsilanti Township's Legal Representation.

In 2009, during one of the Township's worst economic crisis's, McLain and Winters voluntarily reduced the hourly fees for prosecution of misdemeanors and domestic violence cases from \$132.00 per hour to \$120.00. It was subsequently reduced further to \$113.00. The hourly rate for legal services, including litigation, was frozen at \$165.00 then reduced to \$160.00.

It is being requested to restore the prosecution rate to \$120.00 per hour and the legal services rate to \$180.00 per hour, which will be more in line with what we pay other legal representation for the Township. This will be subject to the limits of the 2017 Legal Services Budget adopted by the Ypsilanti Township Board of Trustees. This means even with the increase, McLain and Winters would not exceed what has been budgeted for legal services by the Township.

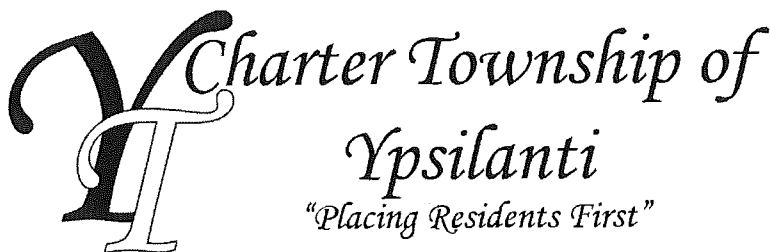
We feel this is an appropriate increase at this time, and are in full support of this request.

Should you have any questions, please contact one of us.

Irg

cc: Files

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



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor *BLS*
DATE: January 31, 2017
RE: Request to appoint E.L. Weathers to the Board of Review as an alternate

Please place the following on the February 7, 2017 Township Board agenda:

1. Request to appoint E.L. Weathers as an alternate to the Board of Review, term to expire on December 31, 2018

If you have any questions, please let me know.

tk

cc: Linda Gosselin, Assessor
Brian McCleery, Assistant Assessor
File

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

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Fax: (734) 484-5156

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Karen Lovejoy Roe, Clerk *KLR*

Date: January 31, 2017

Subject: ***Request to Cancel May 2, 2017 Board Meeting due to the Recently Scheduled Special Election***

We would like to request the cancellation of the May 2, 2017 Board Meeting due to the recently scheduled May 2, 2017 Special Election.

Should you have any questions, please contact my office.

lrg

cc: Files

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: January 30, 2017

RE: Request approval to seek sealed bids to purchase and commission 1 new natural gas generator at the Hydro Station.

I am seeking approval to seek sealed bids to replace an existing diesel emergency generator at the Hydro Station.

The Hydro Station's emergency generator supplies electrical power to the station during power interruptions from DTE Electric. During a power failure of the primary source, the emergency generator maintains station systems and powers spillway gates to maintain water levels. Installed in the late 1980s, existing generator has had multiple recent failures.

The emergency generator is a part of dam safety program regulated by Federal Energy Regulatory Commission (FERC), ensuring a safe operation.

I am asking the Board for approval to advertise specifications and contact vendors and contractors to purchase and commission 1 new natural gas generator at the Hydro Station.

Advertising will be on MITN, Ytown.org and in the local newspapers.

The estimated cost is about \$ 22,000, I will bring a recommendation to the board for consideration and approval.

This work is budgeted for 2017 in line item 252.252.000.977.000.

Please place this item on the February 7th Board meeting agenda under Authorization and Bids.

Hydro Operations Charter of Ypsilanti

1 (new) 60KW / 75 KVA Generator and Commissioning

The generator set shall be rated at a minimum of 60KW / 75KVA,
Based on **Cummins Power Generation, model C60N6**

Site conditions of:

Altitude 3000 ft. ambient temperatures up to 104 degrees F

Generator Specifications/Accessories/Options:

- Preferred Generator Manufacturer- Cummins Power Generation**
***Other manufacturers will be considered. Must meet items at minimum listed in this document.**
- American Made- imports not acceptable**
- Fuel Source Natural Gas or Vaporized Propane (field selectable)**
- Sound attenuated with a minimum Db of 72.3 DBA @ 23'**
- Muffler to be mounted inside weather/sound housing
- The engine shall be natural or propane gas, cast iron, in-line 6 cylinder, radiator and fan cooled. Two cycle engines are not acceptable.
- Engine must be 1800 RPM
- Alternator temperature rise must be 105c degrees or better.
- Alternator must be 2/3 pitch
- Alternator must be class H or better
- Generator must be UL2200
- Generator mounted breaker
- Coolant heater, external 1500 watt, 120 volt A/C to be plumbed and field ready
- Battery charger 6 amp minimum (located in the generator housing)
- The generator set shall be serviced by a Sales and Service organization that is trained and factory certified in generator set service. The bidder shall maintain an inventory of critical replacement parts at the local service location, and in service vehicles. The service organization shall provide on call 24 hours per day, 365 days per year for **3 years of commissioning/owners acceptance.**
- The generator set and associated equipment shall be warranted for a period of not less than **3 years** from the date of commissioning/owner acceptance against defects in materials and workmanship.
- The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, or parts.**
- Field testing,/Start-up by factory certified technician, within two (2) business days of being notified unit is ready for commissioning.
- During field testing provide a portable load bank (make connections/provide cable) Test must be two hours at 100% load (Standby). Provide reports to owner after conclusion of test/start-up.
- 3 (three) year maintenance agreement (comprehensive) from date of owners acceptance. No deductibles shall be allowed for travel time, service hours, or parts. Provide with quote**
- Delivery to the job site via an open style truck
- Two sets of operator/maintenance & parts manuals supplied to owner
- On-site training after start-up/field testing minimum three hours
- integrated generator set control system providing voltage regulation, engine protection, operator interface
- Remote annunciator to be located near Automatic Transfer Switch
- Minimum of 2 (two) auxiliary alarm contacts for customer connection (when running & alarm state)

Transfer Switch Accessories:

- Utilize the existing Cummins/Onan automatic transfer switch

· **Payment & Schedule**

Bidders will be issued a Purchase Order for the approved amount. Payment request can be made after product(s) are delivered and after commissioning. Bidder will invoice Twp. and allow 45 days for processing and payment delivery. The Twp. will review payment request and approve payment for work completed and to the satisfactory of the Twp.

Note To Bidders:

Bidders must meet the following in order to be considered.

- Bidders must be a Sales and Service or Dealer with in-house Service and Parts Department employees. Must have in-house Factory Certified Service Technicians. Must have a brick and mortar location within 2 hour drive time of installation site.
- Bidders must attend Pre-Bid Meeting on 2-15-2017 at 10:00 a.m. E.S.T. Meeting will be held at 2727 Bridge Rd. Ypsilanti MI 48198. Must present company ID or other valid ID. Be prompt! Twp. will address picture taking during pre-bid meeting.
- **Product Drawings with dimensions and Specifications must be provided to the Twp. by February 20th at 430pm.**
- Bidders must agree to insurance provision statement in Attachment A. To be submitted with Product information.
- Bidders must meet and complete Attachment B "General Qualification Checklist". To be submitted with Product information.
- Provide 2 references for similar projects. To be submitted with Product information.
- Bidders must not be or have been in the last 24 months in bankruptcy.
- work to be done during normal business hours (7am to 430 pm or other agreed hours). All work to be schedule with Twp. representative to obtain access.
- Bidder to supply all labor, tools and material related to scope of work. Storing of tools and material on-site is allowed, but at bidders own risk.
- Buyer to supply 120 volt, 20 amp, AC power.

Submittal of Product information by,
email to;

msarane@ytown.org

or drop off to;

7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attention Hydro Operations.

- Final Bid packets (**hard copy only**-1 original and 1 copy)
- Bid deadline **February 23rd, 2017 at 1:30pm E.S.T** to the;

Charter Township of Ypsilanti
Clerk's Office
7200 S. Huron River Dr.
Ypsilanti, MI 48197

BID SPEC- Hydro Operations
60KW / 75 KVA Generator

- Bid to include;

- itemized pricing for product(s) and services.
 - product information and availability time-line of delivery
 - Warranty statement or certificate
 - Maintenance agreement (to be listed on itemized price sheet)
 - 5% Bid Bond or Cashier Check of the total bid price. (Will be returned to rejected Bidders)
- Accepted bidder will have bid bond or cashier check return after completion of project.
- Complete Attachment A Insurance Provision Statement
 - Complete Attachment B General Qualification Checklist.
 - Provide Factory Training Certificates
 - References
 - Instructions how to return Bid Bond

- Twp. has the right to reject any or all bids. After closing of the Bid, the Twp. will review all bids for completeness before proceeding.

Attachment A- Insurance Qualification Statement

The following insurance certificates will be required.

The approved bidder will be required to supply certificates to the satisfaction of the Twp , failure to provide satisfactory insurance certificates will constitute breach of contract or forfeit of Bid Bond.

WORKERS COMPENSATION -(\$500,000.00 LIMIT EACH ACCIDENT)

GENERAL LIABILITY-(COMBINED SINGLE LIMIT OF \$1,000,000.00 EACH OCCURRENCE FOR BODILY INJURY & PROPERTY DAMAGE) MUST INCLUDE 60 DAY WRITTEN NOTICE FOR CHANGE OF COVERAGE , CANCELLATION, OR NON-RENEW AL OF COVERAGE.

PROTECTIVE POLICY-

(COMBINED SINGLE LIMIT OF \$1,000,000.00 EACH OCCURRENCE FOR BODILY INJURY & PROPERTY DAMAGE) MUST NAME

"THE CHARTER TOWNSHIP OF YPSILANTI AND ITS PAST, PRESENT, AND FUTURE ELECTED OFFICIALS, APPOINTED COMMISSIONS AND BOARDS, AGENTS AND EMPLOYEES SHALL BE NAMED AS "ADDITIONAL NAMED INSURED"

(UNLESS OTHERWISE APPROVED BY THE TOWNSHIP ATTORNEY) ON THE GENERAL LIABILITY POLICY WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS CONTRACT"

AUTOMOBILE LIBILITY-COVERS OWNED, HIRED AND NON-OWNED VEHICLES WITH PERSONAL PROTECTION INSURANCE AND PROPERTY PROTECTION. INCLUDES RESIDUAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT OF \$1,000,000.00 EACH ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.

I _____ of _____ understand the insurance requirements and can provide such certificates if approved by the Twp. for work related to Hydro Operation Bid for 60 Kw gen-set.

sign _____ date _____

Attachment B- General Qualification Checklist

Company Name: _____

Print Signer Name: _____

*Is the above company in active bankruptcy or have been in bankruptcy in the last 24 months. **yes or no** _____

*Does the above company have a brick and mortar location within 2 hour drive time of;

2727 Bridge Rd
Ypsilanti, MI 48198

yes or no _____

Provide address;

*Is the above company, a authorized Sales and Service or Dealer, have in-house Service and Parts Department and provide in-house 24 hour Factory Certified Service Technicians. **yes or no** _____

I, _____ believe the answers I provided on this form to be truthful to my belief, that my company is correctly represented.

Signer signature: _____ date: _____