

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 15, 2018 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

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

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Stephen Hudak, Township Resident thanked the Board, Staff and Attorneys for all the time they spend managing and improving the Township. Mr. Hudak stated that on Washtenaw Avenue there are sidewalks that are missing and some that need to be repaired. Mr. Hudak said he understood that a sidewalk snow removal ordinance in the township was making progress at least for sidewalks on major roads and commercial areas. He said he would hope the ordinance would be approved and implemented before the next snowfall. He said he would still want a snow removal for residential areas also.

Arloa Kaiser, Township Resident stated she was still against a snow ordinance for residents. She said the street sweepers did an excellent job this year.

CONSENT AGENDA

A. MINUTES OF THE APRIL 17, 2018 WORK SESSION AND REGULAR MEETING, APRIL 24, 2018 SPECIAL MEETING AND CLOSED SESSION, MAY 2, 2018 SPECIAL MEETING AND CLOSED SESSION AND MAY 9, 2018 SPECIAL MEETING AND CLOSED SESSION

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MAY 1, 2018 IN THE AMOUNT OF \$533,946.56**
- 2. STATEMENTS AND CHECKS FOR MAY 15, 2018 IN THE AMOUNT OF \$827,638.06**
- 3. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2018 IN THE AMOUNT OF \$50,851.60**
- 4. CLARITY HEALTH CARE ADMIN FEE APRIL 2018 IN THE AMOUNT OF \$1,086.00**

C. APRIL 2018 TREASURER'S REPORT

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated in regards to the Washtenaw sidewalk easements, he hoped to have a resolution on that in the next couple of weeks.

OLD BUSINESS

- 1. 2nd READING OF RESOLUTION 2018-07, PROPOSED ORDINANCE 2018-477, AN ORDINANCE TO AMEND CHAPTER 22 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES BY ADDING A NEW ARTICLE REQUIRING REGISTRATION OF COMMERCIAL AND INDUSTRIAL BUSINESSES (FIRST READING HELD AT THE APRIL 17, 2018 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve 2nd Reading of Resolution 2018-07, Proposed Ordinance 2018-477, an Ordinance to Amend Chapter 22 of the Ypsilanti Charter Township Code of Ordinances by Adding a New Article Requiring Registration of Commercial and Industrial Businesses (First Reading Held at the April 17, 2018 Regular Meeting) (see attached)

Supervisor Stumbo stated this was a registry for local businesses and existing business do not have to pay for their registration as long as they register within 60 days of implementation. She said having the businesses registered would be a good resource for residents to use. She said it would be beneficial for the Fire Department because the businesses that have hazardous material on site would be known by the Fire Department.

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

The motion carried unanimously.

- 2. 2ND READING OF RESOLUTION 2018-11, PROPOSED ORDINANCE 2018-478, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE, SO AS TO REZONE 1250 EAST MICHIGAN AVENUE, BEING PARCEL ID# K-11-10-107-011, FROM ITS CURRENT B-3 (GENERAL BUSINESS) DISTRICT ZONING CLASSIFICATION TO IRO (INDUSTRIAL, RESEARCH, OFFICE) DISTRICT ZONING CLASSIFICATION (FIRST READING HELD AT THE APRIL 17, 2018 REGULAR MEETING)**

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve 2nd Reading of Resolution 2018-11, Proposed Ordinance 2018-478, an Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, so as to Rezone 1250 East Michigan Avenue, Being Parcel ID# K-11-10-107-011, From Its Current B-3 (General Business) District Zoning Classification to IRO (Industrial, Research, Office) District Zoning Classification (First Reading Held at April 17, 2018 Regular Meeting) (See Attached)

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

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #9.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Budget Amendment #9 (see attached)

Supervisor Stumbo thanked the residents for voting to approve the millage for the Fire Department.

The motion carried unanimously.

2. REQUEST OF LOCAL GOVERNMENT APPROVAL OF A SMALL WINE MAKER LICENSE FOR ROBERT G. JR. AND PAULA SAWITSKI TO BE LOCATED AT 6216 SWALLOW LANE

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Local Government Approval of a Small Wine Maker License for Robert G. Jr. and Paula Sawitski to be Located at 6216 Swallow Lane contingent on no retail sales on the property. (see attached)

The motion carried unanimously.

3. REQUEST APPROVAL OF METRO ACT APPLICATION OF LIGHTSPEED COMMUNICATIONS, LLC PER PUBLIC ACT 48 OF 2002

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Request of Metro Act Application of Lightspeed Communications, LLC per Public Act 48 of 2002.

Tim Lebel, Lightspeed Communications LLC stated they were an East Lansing based telecommunication provider and have been in business since 2014. He said they build and operate new fiber optic network.

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The motion carried unanimously.

**4. REQUEST APPROVAL OF THE YPSILANTI TOWNSHIP ECONOMIC
DEVELOPMENT STRATEGY**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve the Ypsilanti Township Economic Development Strategy.

The motion carried unanimously.

**5. REQUEST APPROVAL OF THE EAST MICHIGAN AVENUE AND ECORSE
ROAD PLACEMAKING PLAN**

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross-Williams to Approve the East Michigan Avenue and Ecorse Road Placemaking Plan.

The motion carried unanimously.

**6. REQUEST APPROVAL OF PROPOSAL WITH OHM FOR CONSTRUCTION
SERVICES FOR THE FIRE STATION HQ PARKING LOT IMPROVEMENTS IN
AN AMOUNT NOT TO EXCEED \$49,900.00 BUDGETED IN LINE ITEM #206-
970-000-976-005 (see attached)**

A motion was made by Trustee Wilson, supported by Clerk Lovejoy Roe to Approve Request of Proposal with OHM for construction Services for the Fire Station HQ Parking Lot Improvements in an Amount Not to Exceed \$49,900.00 Budgeted in Line Item #206-970-000-976-005.

The motion carried unanimously.

**7. AMENDMENT TO ORIGINAL PROFESSIONAL SERVICES AGREEMENT WITH
OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR
ADDITIONAL WORK FOR THE GROVE ROAD PATHWAY EXTENSION IN AN
AMOUNT NOT TO EXCEED \$10,680.00 BUDGETED IN LINE ITEM #212-212-
000-997-007**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Amendment to Original Professional Services Agreement with OHM for Professional Engineering Design Services for Additional Work for the Grove Road Pathway Extension in an Amount not to Exceed \$10,680.00 Budgeted in Line Item #212-212-000-997-007. (see attached)

The motion carried unanimously.

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- 8. REQUEST APPROVAL OF AGREEMENT BETWEEN THE CITY OF YPSILANTI, THE CHARTER TOWNSHIP OF YPSILANTI AND THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW FOR EMERICK STREET PAVEMENT REMOVAL AND RESURFACING PROJECT BETWEEN GROVE RD. AND THE I-94 SERVICE DRIVE IN THE AMOUNT OF \$55,000.00 BUDGETED IN LINE ITEM #101-446-000-818-022**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Agreement Between the City of Ypsilanti, The Charter Township of Ypsilanti and the Board of County Road Commissioners of the County of Washtenaw for Emerick Street Pavement Removal and Resurfacing Project Between Grove Rd. and the I-94 Service Drive in the Amount of \$55,000.00 Budgeted in Line Item #101-446-000-818-022. (see attached)

The motion carried unanimously.

- 9. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE TO RENEW THE RANT SOFTWARE ANNUAL LICENSE FEE IN THE AMOUNT OF \$1,100.00 BUDGETED IN LINE ITEM #236-136-000-819-006**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve the Request of Mark Nelson, 14B Court Magistrate to Renew the Rant Software Annual License Fee in the Amount of \$1,100.00 Budgeted in Line Item #236-136-000-819-006. (see attached)

The motion carried unanimously.

- 10. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE FOR APPROVAL OF THE SECOND ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN 14B DISTRICT COURT AND COURT INNOVATIONS INCORPORATED TO INCREASE THE MONTHLY FEE BY \$405.00 AND A SET UP FEE OF \$1,500.00 BUDGETED IN LINE ITEM #236-136-000-819-006**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Request of Mark Nelson, 14B Court Magistrate for Approval of the Second Addendum to the Memorandum of Understanding Between 14B District Court and Court Innovations Incorporated to Increase the Monthly Fee by \$405.00 and a set up fee of \$1,500.00 Budgeted in Line Item #236-136-000-819-006. (see attached)

The motion carried unanimously.

- 11. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PROPOSAL FROM INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC., FOR SOIL TESTING OF FUEL SYSTEM REMOVAL AT THE CIVIC CENTER IN THE AMOUNT OF \$11,950.00 BUDGETED IN LINE ITEM #101-265-000-931-020**

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Waive the Financial Policy and Approve the Proposal From Innovative Environmental Solutions, Inc., for Soil Testing of Fuel System Removal at the Civic Center in the Amount of \$11,950.00 Budgeted in Line Item #101-265-000-931-020. (see attached)

Trustee Jarrell Roe asked if the Brownfield Development would help offset the cost for this testing. Supervisor Stumbo stated she would check into it.

The motion carried unanimously.

12. REQUEST APPROVAL OF THE 2018 YPSILANTI THIRD AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR IMPROVEMENTS TO LOCAL TOWNSHIP ROADS IN THE AMOUNT OF \$583,561.20 BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the 2018 Ypsilanti Third Agreement with the Washtenaw County Commission for Improvements to Local Township Roads in the Amount of \$583,561.20 Budgeted in Line Item #101-445-000-818-022. (see attached)

The motion carried unanimously.

13. REQUEST APPROVAL OF EASEMENT AGREEMENT BETWEEN YPSILANTI TOWNSHIP, WILLOW RUN ARSENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP (WRAD), AND AMERICAN CENTER FOR MOBILITY (ACM)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Easement Agreement Between Ypsilanti Township, Willow Run Arsenal of Democracy Landholdings Limited Partnership (WRAD), and American Center for Mobility (ACM). (see attached)

The motion carried unanimously.

14. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1138 LEVONA ST., 1252 WOODGLEN AVE., 7058 HOGAN DR., AND 835 GEORGE PLACE/665 NORTH MIAMI AVENUE IN THE AMOUNT OF \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if necessary to Abate Public Nuisance for Property Located at 1138 Levona St., 1252 Woodglen Ave., and 7058 Hogan Dr., and 835 George Place/665 North

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Miami Avenue in the Amount of \$40,000.00 Budgeted in Line Item #101-950-000-801-023

The motion carried unanimously.

15. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$45,701.00 BUDGETED IN LINE ITEM #266-301-000-831-008

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request of Mike Radzik, OCS Director to Approve Two Contracts with the Washtenaw County Sheriff's Office to Facilitate Collaborative Sharing of School Resource Deputies for Summer Months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the Amount of \$45,701.00 Budgeted in Line Item #266-301-000-831-008 (see attached)

Michael Radzik, OCS Director stated this was the ninth year collaborating with Lincoln Consolidated and Ypsilanti Community Schools. Lt. Marocco stated the officer from Lincoln Schools would be taking a medical leave about half way through the summer, which is a savings of over \$25,000.00. Mr. Radzik stated the savings from this would be re-directed into the Holmes Road project.

Lt. Marocco stated the program with the school officers has worked excellent by bringing the officers into the community and working with the kids over the summer. He said some of the contact would be summer policing but the plan this summer is to work out of the Holmes Road Police Facility (Station 8) and move forward with positive interaction with the youth in our community through the Care Program. He said through the Care Program they would employ three or four interns who would be working with the Officers.

The motion carried unanimously.

16. REQUEST APPROVAL OF AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE FOLEY AVENUE CDBG LOCAL ROAD PROJECT IN THE AMOUNT OF \$211,700.00 WITH A MINIMUM OF \$130,000.00 FROM CDBG FUNDS AND \$81,700.00 FUNDED BY THE TOWNSHIP BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Agreement with the Washtenaw County Road Commission for the Foley Avenue CDBG Local Road Project in the Amount of \$211,700.00 with Minimum of \$130,000.00 from CDBG Funds and \$81,700.00 Funded by the Township Budgeted in Line Item #101-446-000-818-022 (see attached).

The motion carried unanimously.

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17. REQUEST APPROVAL OF PURCHASE AGREEMENT WITH DTE FOR THE LED CONVERSION OF ONE HUNDRED AND FIVE (105) LIGHTS AT VARIOUS LOCATIONS THROUGHOUT YPSILANTI TOWNSHIP IN THE AMOUNT OF \$61,079.60 BUDGETED IN LINE ITEM #101-956-000-926-050

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Purchase Agreement with DTE for the LED conversion of One Hundred and Five (105) lights at Various Locations Throughout Ypsilanti Township in the Amount of \$61,079.60 Budgeted in Line Item #101-956-000-926-050 (see attached)

Clerk Lovejoy Roe stated this was the sixth year of converting to LED and the savings overall was \$102,090.02 plus there was a lower usage of power which is good for the environment.

The motion carried unanimously.

18. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JUNE 19, 2018 AT APPROXIMATELY 7:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #211 CREEKSIDE VILLAGE WEST -2

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request to Set a Public Hearing Date of Tuesday, June 19, 2018 at Approximately 7:00PM – Creation of Streetlight Special Assessment District #211 Creekside Village West -2

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL TO SEEK REQUESTS FOR PROPOSALS FOR THE INSTALLATION OF A CELLULAR REPEATER SYSTEM FOR THE TOWNSHIP CIVIC CENTER AND 14B COURT.

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve the Request of Travis McDugald, IS Manager for Approval to Seek Requests for Proposals for the Installation of a Cellular Repeater System for the Township Civic Center and 14B Court

The motion carried unanimously.

2. REQUEST TO AWARD LOW BID FOR FIRE STATION HQ PARKING LOT IMPROVEMENTS TO DOAN CONSTRUCTION IN THE AMOUNT OF \$360,466.66 WITH A CONTINGENCY AMOUNT OF \$36,000.00 FOR A TOTAL OF \$396,466.66 BUDGETED IN LINE ITEM #206-970-000-975-005

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A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve the Request to Award Low Bid for Fire Station HQ Parking Lot Improvements to Doan Construction in the Amount of \$360,466.66 with a Contingency Amount of \$36,000.00 for a Total of \$396,466.66 Budgeted in Line Item #206-970-000-975-005

The motion carried unanimously.

3. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND ACCEPT A BID FROM A.R. TOTAL CONSTRUCTION FOR A VARIETY OF MAINTENANCE WORK AT THE POLICE FACILITY LOCATED AT 1405 HOLMES RD. IN AN AMOUNT NOT TO EXCEED \$25,000.00 BUDGETED IN LINE ITEM #266-301-000-931-011

Mike Radzik, OCS Director stated that Supervisor Stumbo had encouraged them for quite some time to try and get the Holmes Road Police Facility open again. He said the opening of the facility would get police visibility into the Northeast part of the Township. Mr. Radzik explained the history of the building and he stated the repairs that would need to be completed before moving into the building. He said he has executed a line item transfer from the school deputy contract savings over to the Maintenance Account for this building. Mr. Radzik stated he would like to move forward to be able to have the work completed in the next two to three weeks contingent upon the three full time officials' approval and review by legal counsel.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Wayne Dudley's, Superintendent, Recommendation with three full-time Officials Approval to Accept Either a Quote on the Entire Project for a Variety of Maintenance Work at the Police Facility Located at 1405 Holmes Rd. or Individual Quotes on Separate Parts of the Project in an Amount Not to Exceed \$25,000.00 Budgeted in Line Item #266-301-000-931-011

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn.

The meeting was adjourned at 7:58 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2018-07 (In Reference to Ordinance 2018-477)

Commercial and Industrial Business Registration

Whereas, the Township's Office of Community Standards has recommend that the Ypsilanti Township Board adopt an Ordinance requiring commercial and industrial businesses in Ypsilanti Township to register with the Office of Community Standards; and

Whereas, adoption of Business Registration Ordinance 2018-477 will enable the Office of Community Standards to advise prospective commercial and industrial businesses, before their operations begin, of applicable zoning and code requirements; and

Whereas, the information required in the proposed Ordinance includes an afterhours emergency contact number that may be used in case of a police or fire emergency; and

Whereas, the information required in the proposed Ordinance includes whether there are hazardous materials or substances within commercial or industrial business premises; and

Whereas, knowledge that hazardous materials and substances are present in commercial and industrial buildings is important for firefighters, law enforcement and


other emergency first responders in the event of an
emergency;

Whereas, the Ordinance provides that all existing
commercial and industrial businesses will have 60 days from
the effective date of the Ordinance to register their
businesses with the Office of Community Standards;

Now Therefore,

Be it resolved, that Ordinance No. 2018- 477 is
hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 15, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

Ordinance No. 2018-477

An Ordinance to Amend Chapter 22 of the Ypsilanti Charter Township Code of Ordinances by Adding a New Article Requiring Registration of Commercial and Industrial Businesses

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

Section 1. Purpose

The purpose of this article concerning the registration of commercial and industrial businesses within the Township is to protect the health, safety, and welfare of persons in the Township by providing the Township with the information necessary to ensure compliance with safety, structure and fire laws; identify business activities and establishments which concern zoning, occupancy, density of occupancy; the presence, storage and handling of hazardous materials; the physical condition of places where persons are employed or carry on trade, and the enforcement of the law, including local, state and federal laws, and regulations, applying to business establishments located within Ypsilanti Township.

Section 2. Definitions.

The following terms when used in this article, shall have the meaning ascribed to them in this section.

Business establishment means any lot, building or structure, or a part thereof, including without limitation, leased or occupied space in a mall, store or building, permanently located within Ypsilanti Township, from which: 1) a person(s) engages in or causes to be engaged in any act or acts of buying, selling, leasing, renting, or otherwise disposing of, performing or marketing, any goods, services, merchandise or commodities of any kind or description for commercial profit; 2) a person(s) engages in industrial production of merchandise or commodities of any kind or description for commercial profit.

Section 3. Business Registration Certificate required.

No person, firm partnership or corporation shall, directly or indirectly, operate, conduct, maintain or manage any business establishment within Ypsilanti Township without first obtaining a business registration certificate issued pursuant to this article.

Section 4. Business Registration Certificate required to be Posted. The business registration certificate shall be posted in a conspicuous place at or near the entrance the business so that it may be read at any time.

Section 5. State license or permit not a substitute.

The fact that a license or permit has been granted to any person, firm, partnership or corporation by the state to engage in the operation, conduct, maintenance, or management of any business establishment shall not constitute an exemption from the necessity of procuring a business registration certificate as required by this article.

Section 6. Application; form; contents.

Each person, firm, partnership or corporation required to procure a business registration certificate from the township shall make application for such certificate to the Office of Community Standards in the form and manner prescribed by that Office and shall state, under oath, such facts as may be prescribed for, or applicable to, the granting of such certificate, including the following:

- (a) The full name, business address, residence address, email address and telephone number of the owner or their agent.
- (b) The full name, email address and 24 hour emergency telephone number of the person to contact in the event of an emergency during non-business hours.
- (c) The address where the business will be located.
- (d) The nature and character of goods, wares, merchandise to be sold or offered for sale or services to be provided by the applicant.
- (e) The nature and kind of business establishment which the applicant proposes to conduct.
- (f) Whether any hazardous materials will be stored, kept or used at the business establishment premises. Hazardous materials are those chemicals or substances defined as such in the International Fire Code adopted by reference in Chapter 30, Section 26 (30-26) of the Township Code of Ordinances.
- (g) Business hours of operation
- (h) Number of employees

Section 7. Term.

A business registration certificate granted under this article shall be valid until the business establishment is transferred or sold to a new owner or if the business expands it use to include uses not listed in the original application.

Section 8. Separate premises.

If a business registration certificate holder intends to locate a business establishment at a new address in the jurisdiction, a business registration certificate issued for the new address is required before business is conducted at the new address.

Section 9. Transferability.

A certificate of registration issued under this article is not transferable. If a business establishment is transferred or sold to a new owner or if the business establishment use expands or changes to include uses not listed in the original application, a new business registration application and certificate is required before business is conducted by the new owner or the new use is added to the business establishment.

Section 10. Requirements for Certificate of Compliance; compliance with state law and township ordinances.

- (a) No certificate required by this article shall be issued to any applicant who is required to procure a license or permit from a state or federal agency until such applicant shall submit evidence that the required state or federal license or permit has been issued and that all applicable fees have been paid.

- (b) No certificate shall be granted to any applicant until such applicant has complied with all the provisions of this article and other ordinances of the township pertaining to businesses for which an application for a certificate is made. No certificate shall be granted, if the approval of any officer of the township is required, until such approval is made. Approval in each instance shall mean written approval by the designated officer upon the face of the application for a certificate, subscribed by such officer, and the date of approval.

Section 11. Certificate fees.

Business registration certificate fees shall be set from time to time by resolution of the township board for the cost of administering this ordinance including but not limited to zoning verification, building code compliance, and fire safety code compliance for any change of use or change of occupancy of commercial and industrial spaces as applicable, except that no fee shall be collected for initial registration of businesses in existence at the time of publication in a newspaper of general circulation as required by law.

Section 12. Fees; exemptions.

No registration fee shall be required from any applicant exempt from payment of the fee by state or federal law.

Section 13. Denial, revocation and suspension. Right to Appeal. Hearing.

Business registration certificates issued under this article may be revoked or suspended by the Director of Community Standards, at any time, for any of the following reasons:

(a) Fraud, misrepresentation or any false statement made in the application for certificate;

(b) Fraud, misrepresentation or any false statement made in the operation of the business establishment.

(c) Conducting a business establishment in an unlawful manner or in such a manner as to constitute a threat to the health, safety or welfare of the public.

Section 14. Revocation/ suspension/denial of certificate; notice required.

Written notification of suspension/ revocation/denial of certificate, stating the causes for said action, shall be delivered to the certificate holder personally or mailed to his business address as shown on the application for license.

Section 15. Right to Appeal. Hearing. Standard of Review.

(a) A certificate holder has the right to appeal such suspension/revocation to the Township Board, provided a written request to appeal is filed with the Township Clerk within 10 days after the notice of suspension/revocation/denial of certificate is sent to the certificate holder at its business address as shown on the application for business registration certificate.

(b) At the hearing before the Township Board, the certificate holder/applicant shall have the right to hear the evidence relied upon by the Director of Community Standards in determining to suspend/revoke/deny the certificate; and the right to present evidence and witnesses on his/her own behalf.

(c) Following the hearing, the Township Board shall determine whether the decision to suspend/revoke/deny the certificate was supported by

competent, material and substantial evidence. A written statement of the Township Board's findings and determination shall be made within 21 days after the conclusion of the hearing.

Section 16. Penalty.

- (a) Persons, firms, partnerships or corporations who violate any section of this article shall be responsible for a municipal civil infraction as provided in Chapter 40, Article II, of this Code of Ordinances for the Charter Township of Ypsilanti.
- (b) The imposition of a fine shall not relieve the business establishment from responsibility to correct the violation. All such persons, firms, partnerships or corporations shall be required to correct or remedy such situation or defects within a reasonable time and each act or violation and every day upon which said violation should occur shall constitute a separate offense.
- (c) The application of the penalty of this section shall not be held to prevent the enforcement removal of prohibited conditions by injunctive or other relief in a court of competent jurisdiction.

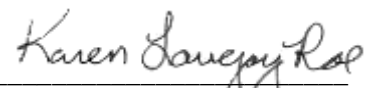
Section 17. Severability.

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

Section 18. Publication Clause.

This Ordinance shall be published in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-477 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on May 15, 2018 after first being introduced at a Regular Meeting held on April 17, 2018. The motion to approve was made by member Roe and seconded by member Doe YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson, Jarrell Roe ABSENT: None NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2018-11 (In Reference to Ordinance 2018-478)

Rezoning of 1250 East Michigan

Whereas, at its regularly scheduled meeting held **March 27, 2018**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a rezoning request for a certain parcel of property comprising 1.424 acres, commonly identified as 1250 East Michigan Avenue, Parcel ID K-11-10-107-011, from the B-3 (General Business) zoning district to the IRO (Industrial, Research, Office) zoning district; and


Whereas, proposed Ordinance No. 2018-478 rezones 1250 East Michigan Avenue, Parcel ID K-11-10-107-011, from B-3 District to IRO District zoning classification; and

Whereas, the Township Board of Trustees agrees that the rezoning is appropriate.

Now Therefore,

Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2018-478 attached hereto, by reference, in its entirety.

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. 2018-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 15, 2018.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2018-478

***An Ordinance Amending Ordinance No. 74,
Township Zoning Ordinance, So As To Rezone
1250 East Michigan Avenue, being Parcel ID K-11-10-107-011,
From Its Current B-3 (General Business) District Zoning Classification
To IRO (Industrial, Research, Office) District Zoning Classification***

The Charter Township of Ypsilanti hereby ordains that

Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 1.424 acres of land located at 1250 East Michigan Avenue, also known as Parcel ID K-11-10-107-011, and more particularly described as follows:

See attached legal description labeled "Attachment A"

shall be rezoned from its current B-3 (General Business) District zoning classification to the IRO (Industrial, Research, Office) District zoning classification.

The Zoning Map, as incorporated by reference, in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore-described parcel of property from its B-3 District zoning classification to the IRO District zoning classification.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

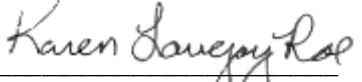
Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-478 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on May 15, 2018 after first being introduced at a Regular Meeting held on April 17, 2018. The motion to approve was made by member Roe and seconded by Eldridge YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson, Jarrell Roe ABSENT: None NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #9**

May 15, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$870,555.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 40 hours for one employee and 80 hours for another employee to be paid out at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,264.00
		Net Revenues	<u><u>\$2,264.00</u></u>
Expenditures:	Salary-Pay Out	101-201-000-708.004	\$2,103.00
	FICA&Medicare	101-201-000-715.000	\$161.00
		Net Expenditures	<u><u>\$2,264.00</u></u>

Request to increase the budget for a WCRC (Washtenaw County Road Commission) CDBG Project for road improvement on Foley Avenue. The total project is estimated at \$211,700 with the CDBG grant reimbursing the Township for \$130,000 making the total expense to the Township at \$81,700. This will be funded by grant reimbursement of \$130,000 and an Appropriation of Prior Year Fund Balance.

Revenues:	Federal Grant	101-000-000-529.000	\$130,000.00
	Prior Year Fund Balance	101-000-000-699.000	\$81,700.00
		Net Revenues	<u><u>\$211,700.00</u></u>
Expenditures:	Highway & ST-Road Construction	101-446-000-818.022	\$211,700.00
		Net Expenditures	<u><u>\$211,700.00</u></u>

Request to increase the budget for a WCRC project for road improvement on Lakecrest Drive, Lakecrest Court, Hawthorne Avenue, Park Avenue, Gates Avenue, Tyler Road, and The Pines Subdivision. The total road improvement project is \$988,500 with outside matching funds of \$404,939 and the estimated Township expense of \$583,561. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$583,561.00
		Net Revenues	<u><u>\$583,561.00</u></u>
Expenditures:	Highway & ST-Road Construction	101-446-000-818.022	\$583,561.00
		Net Expenditures	<u><u>\$583,561.00</u></u>

Request to increase the budget for a DTE project for the conversion of 105 Street Lights to LED throughout the Township. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$61,080.00
		Net Revenues	<u><u>\$61,080.00</u></u>
Expenditures:	Street Light - Construction	101-956-000-926.050	\$61,080.00
		Net Expenditures	<u><u>\$61,080.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #9**

May 15, 2018

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase the budget for soil testing of fuel system removal at Civic Center by Innovative Environmental Solutions. This is for the initial testing. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$11,950.00
		Net Revenues	\$11,950.00
Expenditures:	Non Reoccurring R&M Civic Center	101-265-000-931.020	\$11,950.00
		Net Expenditures	\$11,950.00

206 - FIRE FUND

Total Increase \$400,615.00

Request to increase the budget for complete reconstruction project of the lot paving, sidewalks, and curbs at the Fire Station on Ford Blvd. for \$396,467 and the professional engineering services of OHM at \$49,900. The total project would be \$446,367. There currently is \$69,752 budgeted so the amount of \$376,615 will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$376,615.00
		Net Revenues	\$376,615.00
Expenditures:	Capital Outlay - Fire Station	206-970-000-976.005	\$376,615.00
		Net Expenditures	\$376,615.00

Request to increase the budget for the purchase of an SUV for the Fire Chief. The Fire Chief already has a budget of \$35,000 but needs an additional \$14,000 for the lights and decals. The Fire Department has received a check in the amount of \$24,000 from the City of Ypsilanti for the use of one of our fire trucks while theirs was out of commission. We will use \$10,000 of the check to increase the budget for the maintenance of vehicles and \$14,000 to increase the capital outlay for the SUV. This will be funded by the funds received from the City of Ypsilanti for use of our fire truck.

Revenues:	Misc. Revenue - Insurance Reimburse	206-000-000-694.004	\$24,000.00
		Net Revenues	\$24,000.00
Expenditures:	Auto & Truck Main Station	206-206-000-863.001	\$10,000.00
	Capital Outlay Fire Apparatus	206-970-000-979.000	\$14,000.00
		Net Expenditures	\$24,000.00

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #9**

May 15, 2018

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$10,680.00</u></u>
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Request to increase the budget for an additional \$10,680 for the Grove St Pathway Extension for professional engineering services of OHM. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$10,680.00
		Net Revenues	<u><u>\$10,680.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-212-000-997.007	\$10,680.00
		Net Expenditures	<u><u>\$10,680.00</u></u>

236 - 14B DISTRICT COURT FUND	Total Increase	<u><u>\$5,030.00</u></u>
--------------------------------------	-----------------------	---------------------------------

Request to increase the budget to renew and approve a fees addendum to Memorandum of Agreement between Court Innovations Inc. and State Court Administrative Office. Payment of additional monthly subscription cost of \$405.00 and set up fee of \$1,500 for a total of \$3,390 for the balance of 2018. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$3,930.00
		Net Revenues	<u><u>\$3,930.00</u></u>
Expenditures:	Computer Programs	236-136-000-819.006	\$3,930.00
		Net Expenditures	<u><u>\$3,930.00</u></u>

Request to increase the budget to renew 1 year RANT software annual license fee. This is an assessment tool used by the Court's probation department and the adult drug court grant program. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$1,100.00
		Net Revenues	<u><u>\$1,100.00</u></u>
Expenditures:	Computer Programs	236-136-000-819.006	\$1,100.00
		Net Expenditures	<u><u>\$1,100.00</u></u>



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the Charter Township of Ypsilanti council/board
(regular or special) (township, city, village)
called to order by Supervisor Brenda Stumbo on May 15, 2018 at 7:00pm
(date) (time)
the following resolution was offered:

Moved by Trustee Stan Eldridge and supported by Trustee Heather Jarrell Roe

that the application from Robert G. Jr. and Paula Sawitski
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Small Wine Maker License
(list specific licenses requested)

to be located at: 6216 Swallow Lane Ypsilanti, MI 48197

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it Recommends this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: 7

Nays: 0

Absent: 0

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Township
council/board at a Regular meeting held on May 15, 2018
(regular or special) (date) (township, city, village)

Karen Lovejoy Roe

Print Name of Clerk

Signature of Clerk

May 16, 2018

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059



May 7, 2018

Ms. Brenda Stumbo
Township Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Ford Boulevard Fire Station Parking Lot Improvements
Proposal for Construction Services

Dear Ms. Stumbo:

OHM Advisors is pleased to submit this proposal for construction services for the Ford Boulevard Fire Station Parking Lot Improvements project in the Charter Township of Ypsilanti.

PROJECT UNDERSTANDING

The construction services will be a collaborative effort with G2 Consulting Group (G2). OHM Advisors will be responsible for the construction services including administration of the contract and construction engineering, observation, and staking and layout. G2 will be responsible for the material testing, compaction testing and mix design review.

SCOPE

Construction Layout

OHM will provide construction survey layout services for the placement of the new parking lot including curb and gutter, and the two (2) drive approaches off of Ford Boulevard. Prior to demolition, a survey crew will visit the site to witness the existing elevations of the parking lot and provide stakes for the proposed work. This will include initial placement of the stakes and if removed by the contractor, one (1) additional staking. Note that this project is phased so we anticipate several different trips to stake each phase.

Construction Observation

OHM Advisors will provide full time on-site construction observation services for all paving activities. For this proposal, we anticipate 4 weeks of full time inspection (about 6-7 days per phase) and then only part time inspection to address punchlist work. This also includes supervision of inspection and coordination time prior to the project and as noted, part time inspection at the end of the project. If the contractor requires more time than this for the major items of work, additional fees may be required. Coordinating materials testing services will also be included under construction observation. Part time observation will be performed for various restoration activities (e.g. landscape, lawns, striping, etc.).

Construction Administration

OHM Advisors will provide necessary contract administration services for the project. Contract administration services will include the following for the Township:



- ▶ Assisting the Owner in reviewing and processing periodic payment estimates for the contractor.
- ▶ Assisting with the preparation of change orders and a final balancing change order.
- ▶ Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and confirmation of the resolution for punch list items
- ▶ Supplying the Owner with a project record, including inspection reports, sketches and all other pertinent information after the completion of the project.
- ▶ Other necessary correspondence such as notice to proceed and notice of award correspondence and assisting with the execution of the contract.

Construction Engineering

OHM Advisors will provide construction engineering services for this project. Construction engineering services will include but are not limited to:

- ▶ Consulting with and advising the Owner or its designated representative during construction
- ▶ Reviewing shop drawings and material certification provided by the contractor
- ▶ Attending one (1) preconstruction meeting
- ▶ Coordination with the WCRC on paving work in the Ford Blvd ROW.
- ▶ Answering requests for information (RFIs) from the contractor
- ▶ Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.)
- ▶ Providing bulletin information to the contractor and/or subcontractors as well as performing any potential value engineering services
- ▶ Evaluating design changes

FEE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with our 2018 Rate Schedule. Invoices will be sent monthly as work is performed.

Construction Layout	\$6,500
Construction Observation	\$19,800
Contract Administration	\$4,500
Construction Engineering	\$4,900
<u>G2 Services (Materials Testing)</u>	<u>\$14,200</u>
TOTAL	\$49,900 (Hourly not to exceed)

DELIVERABLES

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the IDRs (with sketches) for record information.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

HQ



OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

Matthew D. Parks, P.E.
Principal in Charge

(Signature) Brenda L Stumbo
(Name) Ms. Brenda Stumbo
(Title) Township Supervisor
(Date) May 15, 2018

(Signature) Karen Lovejoy Roe
(Name) Ms. Karen Lovejoy Roe
(Title) Township Clerk
(Date) 5/15/2018



ARCHITECTS. ENGINEERS. PLANNERS.

April 13, 2018

Ms. Brenda Stumbo
 Township Supervisor
 Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti, MI 48197

RE: **Grove St. Pathway Extension – Budget Amendment Request
 Originally Approved on March 21, 2018**

Dear Ms. Stumbo:

The Grove St. Pathway Extension originally consisted of constructing a 10-foot wide pathway along the frontage of Rawsonville Elementary School terminating at 3326 Grove Street, as well as a 6-foot wide sidewalk connection to the school. The two original segments are a combined length of approximately 1,300 feet.

The Township has requested OHM to include the removal and replacement of an additional segment of pathway from Bridge Road to Rawsonville Elementary School along the south side of Grove Street (approximately 2,050 feet). This brings the total length of the pathway construction and rehabilitation being designed up to 3,350 feet. Please refer to the attachment for a map of the project.

The initial proposal of this project did not include the reconstruction of this additional section. Since OHM is preparing bid documents for the original sections, it was thought that combining all sections into one project would be more efficient and cost effective. Although the design tasks will remain the same, there is a significant amount of additional work to be done with the expansion of the project. Tasks 1-3 from the original proposal are requested to be amended as outlined below. Task 4 (Bidding) remains unchanged.

In order to complete the construction and rehabilitation treatments to the additional pathway segment, we are requesting a budget amendment not to exceed the amount of **\$10,680.00**. The reconstruction of the existing pathway west of Rawsonville Elementary School adds approximately twenty (20) stations (2,050 feet) to the project. This will add around 2-3 additional sheets to the plan set. OHM also had to gather additional TOPO and prepare permits in accordance with the WCRC to include this additional section. The table below illustrates the additional time required to remove and replace the existing 1,300 feet of pathway in comparison to the original time required.

Task	Additional Effort
Task 1: Design Survey/ROW Identification	30 hours
Task 2: Engineering Drawing Design	55 hours
Task 3: Specifications and Final Bid Package Assembly	10 hours
Task 4: Bidding	N/A



This will amend the previously approved budget from \$17,705.00 to \$28,385.00. The table below illustrates how the amendment will contribute to each task necessary.

	Original	Amended Budget
Task 1: Design Survey/ROW Identification	\$3,750.00	\$7,190.00
Task 2: Engineering Drawing Design	\$6,650.00	\$12,770.00
Task 3: Specifications and Final Bid Package Assembly	\$4,805.00	\$5,925.00
Task 4: Bidding	\$2,500.00	\$2,500.00
Total	\$17,705.00	\$28,385.00

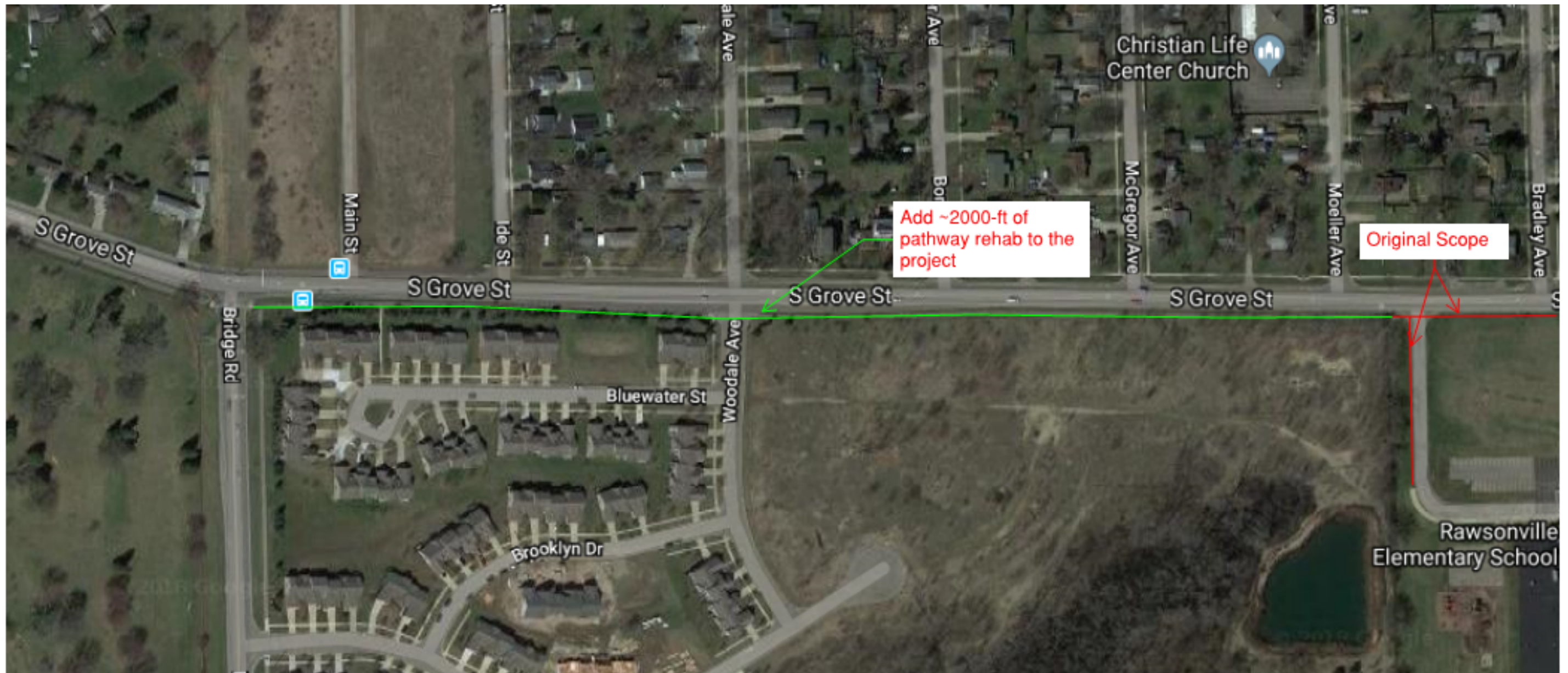
We appreciate the opportunity to work with the Township on this project and we believe this pathway extension and reconstruction will positively impact Rawsonville Elementary School and the surrounding neighborhoods.

If you have any questions or comments, please don't hesitate to contact me at (734) 522-6711 or at matt.parks@ohm-advisors.com.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Encl: Project Map
cc: Karen Lovejoy-Roe, Charter Township of Ypsilanti
Lisa Garrett, Charter Township of Ypsilanti
Larry Doe, Charter Township of Ypsilanti
Jessica Howard, OHM Advisors
Aron Berkholz, OHM Advisors



**EMERICK STREET
PAVEMENT REMOVAL AND RESURFACING PROJECT
BETWEEN GROVE AND I-94 SERVICE DRIVE
AGREEMENT BETWEEN
THE CITY OF YPSILANTI, CHARTER TOWNSHIP OF YPSILANTI
&
THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY
OF WASHTENAW**

THIS AGREEMENT is made and entered into this 16th day of May, 2018 by and between the City of Ypsilanti (herein referred to as the "City"), a Michigan Municipal corporation, with offices located at One South Huron Street, Ypsilanti, MI, 48197; Charter Township of Ypsilanti (herein referred to as the "Township") a Michigan Municipal corporation with offices located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 and the Board of County Road Commissioners of the County of Washtenaw (herein referred to as the "Road Commission"), a Michigan Municipal corporation, with offices located at 555 N. Zeeb Road, Ann Arbor, MI 48103.

STATEMENT OF FACTS

Emerick Street, a minor street as defined by Public Act 51 of 1951, is located within Section 15 of the Charter Township of Ypsilanti, and is under the jurisdiction of the City.

Due to the deteriorated condition of the existing pavement and need for curb and gutter repairs on Emerick Street between Grove Road and I-94 Service Drive, the City and the Township have concluded that Emerick Street should have the pavement removed and repaved using local funds at an estimated cost of \$110,000 utilizing the Road Commissions local low bid Contractor Cadillac Asphalt, and complete the work in 2018 (herein referred to as the "Project") with the attached cost estimate.

The City and the Township agrees to split the cost of the improvement 50/50 or an estimated \$55,000 each which will be each paid to the Road Commission within 30 days of receiving such invoice for the Project. Upon the completion of the Project, the final accounting will then determine each parties final cost of the Project.

In addition, the City agrees to repay the previous outstanding invoice on the River Street project from 2011 in the amount of \$9,061.12 (attachment is included) within 30 days after all parties have executed this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1
MISCELLANEOUS

- (2.1) The City shall issue the Road Commission and/or its Contractor any and all permits necessary to develop and advertise the construction bid documents, and to construct the Project.
- (2.2) The Agreement shall be binding on and inure to the benefit to the parties hereto, their respective successors, and assigns when fully executed by an authorized representative of each party.
- (2.3) The Agreement may not be modified, replaced, amended, or terminated without the prior written consent of the parties to this Agreement.
- (2.4) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of the this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained within the body of this Agreement.
- (2.5) This Agreement may be executed in multiple counter-parts, each of which shall be deemed an original, but all of which shall constituted one Agreement. In addition, facsimile signatures shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement by affixing the signatures below effective as of the date set in the caption.

EMERICK STREET IMPROVEMENT

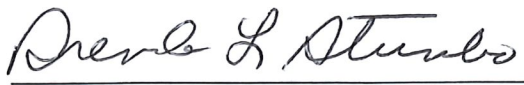
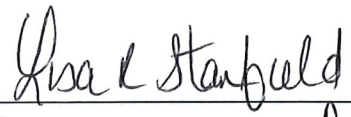

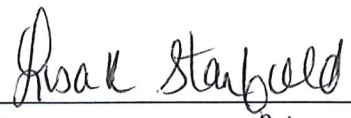
AGREEMENT SUMMARY

<u>Emerick Street Road Improvement</u>	\$110,000.00
City of Ypsilanti Share 50%	\$55,000.00
Charter Township of Ypsilanti Share 50%	<u>\$55,000.00</u>
Total Project Cost	\$110,000.00


FOR THE CITY OF YPSILANTI:

 Amanda Edmonds, Its Mayor	 Witness
 Frances McMullan, Its City Clerk	 Witness

FOR THE CHARTER TOWNSHIP OF YPSILANTI:

 Brenda Stumbo, Its Supervisor May 16, 2018	 Witness May 16, 2018
 Karen Lovejoy Roe, Its Clerk May 16, 2018	 Witness May 16, 2018

APPROVED AS TO FORM


JOHN M. BARR
YPSILANTI CITY ATTORNEY

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW

Doug Fuller, Its Chair

Witness

Roy D. Townsend P.E., Its Managing Director

Witness



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 RANT software annual license fee of \$1,100.00 and increase budget line 236.136.000.819.006 by \$1,100.00

Date: May 7, 2018

The 14B District Court is requesting approval for a one year renewal of the attached RANT software license. This is an assessment tool used by the Court's probation department and for the adult drug court grant participants. The assessment software makes a determination based on client interviewing of risk and needs as far as intensity of supervision and services needed by an individual. These assessments are conducted both on initial entry into the program and on a continuing basis (generally quarterly) to determine changes in needs assessment. This type of assessment tool is required for continued consideration for future grant funding for the Court's drug court program.

You will note that there are a number of services in addition to the base license on the contract. We are requesting funding only for \$1,100.00 for the license itself. The original license was paid for from a former grant in partnership with the University of Michigan. We are no longer operating under that grant and therefore need to pay for the license ourselves.

Attached is the Hosted Software Service Agreement Amendment. If any additional information is needed, please do not hesitate to contact me.

HOSTED SOFTWARE SERVICE AGREEMENT AMENDMENT

This Software Service Agreement Amendment (the "Amendment") is made as of 3/25/18 (the "Effective Date") by and between Public Health Management Corporation, with offices at 1500 Market Street, LM 500, Philadelphia, PA 19102 ("PHMC") and 14B District Court with offices at 7200 S. Huron River Drive, Ypsilanti, MI 48197, its agents, employees and contractors, collectively ("Licensee"), each a "Party" and collectively the "Parties". The Amendment hereby changes to the Software License Agreement ("Agreement") terms under which PHMC will provide Licensee with access to and use of certain Software offering(s) identified in *Exhibit A ("Software Terms-of-Use")*, (each a "Software Service" and collectively, the "Software Service").

Please be advised that Treatment Research Institute ("TRI") has conveyed substantially all of its assets to Public Health Management Corporation, a Pennsylvania non-profit corporation ("PHMC"), pursuant to the terms of an Asset Transfer Agreement between TRI and PHMC dated May 24th, 2017 (the "Transfer Agreement"). Upon the closing of the sale transaction (the "Closing"), TRI assigned to PHMC all of TRI's rights in and under the Agreement entered into between TRI and 14B District Court (the "CLIENT"), and PHMC will assume all of TRI's rights and obligations under the Agreement arising from and after the Closing. The Closing occurred on June 29th, 2017.

This Amendment, together with the Base Agreement and all Exhibits attached hereto, forms a binding contract between Licensee and PHMC. In addition, Licensee agrees that unless explicitly stated otherwise, any updates or Enhancements to the Software Service(s) that are made available to Licensee, and/or any new Software Service(s) subsequently purchased by Licensee under an Amendment will be subject to this Amendment.

In consideration of the mutual obligations contained in this Amendment, and intending to be legally bound, the Parties agree as follows:

1. EXTENSION OF LICENSE TERM

- 1.1. Provided that Licensee shall not then be in default under this Agreement, the Term of this Agreement shall be automatically extended for an additional one (1) year term and shall automatically extend at the end of the term for one (1) or more one (1) year periods (each a "Renewal Term") , upon the same terms and conditions as contained in the Base Agreement unless amended herein.
- 1.2. Licensee may, at least thirty (60) days before the end of a Term, inform PHMC that Licensee does not intend to renew, or wishes to cancel the Amendment.
 - 1.2.1. PHMC may modify the prices or fees for Services for each Renewal Term upon thirty (30) days' notice to Licensee; *provided, however*, if Licensee does not agree to accept the new pricing, Licensee may terminate the affected Amendment without penalty within thirty (30) days of the date of such notice. Any continued use of the Software thirty (30) days after notice date shall be deemed acceptance of the new pricing.
- 1.3. Missed cancellation period: PHMC accepts no responsibility for late cancellations or cancellation requests not received due to printer or fax failure, download failure due to (and not limited to) disconnection from the Internet, power failure, heavy Internet traffic, instructions not received due to an incorrect customer information, illness, a cancellation request sent to a wrong email address or a company other than PHMC, computer failure, or hardware error. It is your responsibility to ensure that cancellation requests are received by PHMC within ninety (90) days of the Start Date, or at any other time.

2. ENHANCEMENTS

- 2.1. Changes or Enhancements requested by Licensee. Licensee may from time to time request, in writing and in sufficient detail, functionality enhancement(s) to the Software. PHMC agrees to use reasonable efforts to develop these Enhancements subject to a negotiated and executed development amendment including a statement of work (*Exhibit B: Service Enhancement - Statement of Work*).

- 2.1.1. Licensee will provide an internally approved written modification(s) request in sufficient detail to enable PHMC to provide a reasonable estimate of time and cost to program the requested modification(s). If, during the course of programming the modifications, the cost to complete the modification(s) is projected to exceed the written estimate by ten percent (10%) or more, PHMC will notify Licensee in writing of the potential cost overrun. Prior to completing the modification(s) the Parties will agree, in writing to amend the cost estimate to the revised amount.
- 2.1.2. Any unauthorized changes, additions or modifications made to the Software by Licensee shall void any warranty under this Amendment.

3. DATA

- 3.1. Security. PHMC shall maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Licensee Data.
 - 3.1.1. No Virus Warranty. PHMC warrants that the Software will be free of viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code")
 - 3.1.2. Any Malicious Code contained in Licensee-uploaded attachments or otherwise originating from Licensee or its Users is not covered by any PHMC warranty. Any services required from PHMC to remediate issues caused by Licensee data will be billed at current PHMC rates documented in *Schedule A- "Licensing and Maintenance Fees"*.
- 3.2. Software Ownership. Licensee acknowledges and agrees that, as between Licensee and PHMC, all rights, titles and interests in the Software and any part or derivation thereof, including, without limitation, all rights to patent, copyright, trademark, trade name and trade secrets and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, including any written Documentation and all other material describing such Software, shall at all times remain solely with PHMC.
- 3.3. Data Ownership. All data entered and stored in the Software database by Licensee is the property of Licensee. Licensee understands and grants PHMC access to data collected by Licensee for the purpose of making any necessary system modifications, to provide technical support, generate descriptive reports, and to manage and maintain a repository of de-identified data that can be used to evaluate programs and policies. PHMC agrees to take all reasonable efforts to safeguard the data and protect the identity of persons entered into the database. PHMC agrees to comply with all state and federal statutes and regulations and contractual conditions with regard to the protection of client confidentiality.
- 3.4. Documentation. All executable programs, and all programming Documentation relating thereto, including specifications developed by PHMC under any SOW, shall be the property of PHMC provided, however, PHMC grants Licensee the limited right to use such programs and Documentation in accordance with this Amendment. PHMC may use without restriction any and all ideas, concepts, methods, know-how, or techniques related to the programming and processing of data discovered or developed by PHMC during the performance of Professional Services under any SOW.
- 3.5. All Rights Reserved. All rights not expressly granted to Licensee are hereby reserved to PHMC. Licensee agrees and acknowledges that the Software is valuable, confidential and intellectual property belonging solely to PHMC, and that Licensee has not purchased or been sold or granted any interest in the Software except as expressly provided herein.
- 3.6. Intellectual Property. Neither Party is granted any right or interest to the logos, copyrights, trademarks, marks, trade names or trade secrets (the "Intellectual Property") of the other Party. Neither Party may use the other Party's Intellectual Property without the express written consent of such Party.

4. NOTICES

4.1. Addresses / Addressees. All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefor, or sent by nationally recognized overnight delivery service, postage prepaid, in each case addressed to the Party entitled to receive the same at the address specified below:

4.1.1. If notice to PHMC, then to:

Administrative Representative:
Contracts Manager
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
contracts@phmc.org

Client Services Representative:
Meghan Love
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
mlove@phmc.org
215-399-0990

4.1.2. If notice to Licensee, then to:

4.2. Altering Addresses / Addressees. Any Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

The Amendment will become effective upon execution of Amendment by both Parties and receipt by PHMC of the initial annual License Fee payment, whereupon all of the terms and provisions of this Amendment shall become binding upon Licensee and PHMC.

PUBLIC HEALTH MANAGEMENT CORPORATION

14B DISTRICT COURT

Signed: _____
By: _____
Title: _____
Date: _____

Signed: Brenda L. Stamba / Karen Lovejoy Roe
By: Brenda L. Stamba / Karen Lovejoy Roe
Title: Supervisor / Clerk
Date: May 15, 2018

LICENSING AND DEVELOPMENT FEES
Streamlined RANT

**Treatment Research Solutions at
Public Health Management Corporation
(PHMC)**

Contact:
Meghan Love
Product Director
 Treatment Research Solutions @
 Public Health Management Corporation
 1500 Market Street
 Centre Square, East Tower, 15th fl.
 Philadelphia, PA 19102
mlove@tri.phmc.org
 (215) 399-0990
 EIN # 23-7221025

LICENSING

<i>Product Name</i>	<i>Version</i>	<i>No. of Servers</i>	<i>Permitted Users</i>	<i>Fees</i>
Streamlined RANT	1	1	up to 5	\$1,100 per year, per court
			up to 25	\$2,750 per year, per court

MAINTENANCE & SUPPORT

<i>Service Name</i>	<i>Service Details</i>	<i>Fees</i>
<i>Networking Subscription</i>	<i>RANT/DUI-RANT Instrument Access Provided for Users within Individual Courts</i>	<i>\$350 per court</i>
<i>Initial Training</i>	<i>1 Session – Remote Training</i>	<i>\$750</i>
<i>Additional Training Sessions</i>	<i>Per Session – Remote Training</i>	<i>ROLE Rates Apply</i>
<i>Remote Support (Phone/Email)</i>	<i>Mon - Fri 8:30am – 5pm EST</i>	<i>Included in Annual Fee</i>
<i>Remote Support (Phone/Email)</i>	<i>All Other Times</i>	<i>Network Admin Rates Apply</i>
<i>On-Site Support</i>	<i>Requires Separate SOW</i>	<i>TBD in conjunction with SOW</i>

PROFESSIONAL SERVICE RATES

Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:

ROLE	RATE
Application Lead	\$125 /hr.
Integration Lead/DBA	\$125 /hr.
IT Project Manager	\$110 /hr.
Billing Team Lead	\$104 /hr.
Network Admin	\$105 /hr.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE 14B DISTRICT COURT AND COURT INNOVATIONS INCORPORATED
Second 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

The parties agree that Court Innovations will make available Matterhorn Ability to Pay (aka: Past Due), DWLS and Warrant Resolutions solutions to 14B.


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


- **Ability to Pay** - The subscription fee each month shall be and additional \$135 monthly and cover all Ability to Pay requests and shall be invoiced beginning June 1, 2018 or upon launch of the Ability to Pay solution to the public (whichever comes first).
- **DWLS** - The subscription fee each month shall be and additional \$135 monthly and cover all DWLS requests and shall be invoiced beginning June 1, 2018 or upon launch of the DWLS solution to the public (whichever comes first).
- **Warrant Resolution** - The subscription fee each month shall be and additional \$135 monthly and cover all Warrant resolution requests and shall be invoiced beginning June 1, 2018 or upon launch of the warrant solution to the public (whichever comes first).

As clarification, the total additional monthly subscription costs as referenced above shall be \$405

- A one-time setup fee for Matterhorn Ability to Pay of \$1,500 shall be invoiced upon signature of agreement.
- Current subscription fees shall stay in effect per the MOU for Traffic Requests.

Signed:





14B District
Date May 16, 2018

Mary Jo Cartwright
Chief Executive Officer
Court Innovations Inc.
Date _____

**PROPOSAL TO PERFORM AST PIPING REMOVAL ASSESSMENT SOIL SAMPLING,
GEOPROBE DELINEATION FIELD SCREENING SOIL BORING ASSESSMENT ACTIVITIES, POST
REMEDIAL EXCAVATION ASSESSMENT SOIL SAMPLING & ANALYTICAL TESTING AND
GENERATION (IF ACHIEVED) OF REMEDIAL CLEANUP AND CLOSURE REPORT
CHARTER TOWNSHIP OF YPSILANTI PROPERTY
7200 SOUTH HURON RIVER DRIVE, YPSILANTI, MICHIGAN
INNOVATIVE PROPOSAL NUMBER – PRB-18-084 – AST PIPING REMOVAL ASSESSMENT
MAY 8, 2018 – PAGE TWO**

This Proposal incorporates by reference the terms of Innovative's Master PSA (attached). It is to be read and interpreted in conjunction with that agreement.

**SCOPE OF WORK – PROPOSED AST PIPING REMOVAL FIELD SCREENING ACTIVITIES,
GEOPROBE DELINEATION SOIL BORINGS, POST REMEDIAL EXCAVATION SOIL SAMPLING,
ANALYTICAL TESTING & CLOSURE ASSESSMENT REPORT GENERATION ACTIVITIES**

Task 1 – Detailed Scaled Site Mapping Activities

Complete a detailed Field Site Sketch Map of the AST piping removal area identifying current visually identifiable pertinent features and identifiable underground utilities (utility manholes, and service lines and mains), if applicable, at and immediately surrounding the site. The underground utilities identified would be evaluated and, as applicable, the depths, diameters, flow directions and discharge points recorded, if applicable.

Task 2 – AST Piping Removal Site Assessment Sampling and Delineation Assessment Soil Borings/TMWs

- Supervise and document the excavation and removal of the AST system piping and collect soil and groundwater samples from the sidewalls and bottom of the removed AST system piping excavation areas to evaluate the current subsurface soil and subsurface water conditions to determine if contamination is present; and
- Complete a series of delineation assessment soil borings and temporary monitoring wells to evaluate the extent of the contamination in and around the area of the removed AST system piping;
- Collect continuous soil samples would be collected, at two foot intervals, at each soil boring location, and perform field screening analysis (including visual, olfactory, and PID unit evaluation) of the samples in an attempt to evaluate for the absence/presence of field evidence of contamination and to determine which samples would be submitted to an environmental laboratory for analytical testing. In addition, collect subsurface samples from temporary monitoring wells to be submitted to an environmental laboratory for analytical testing.

Task 3 – Analytical Testing of Select Soil and Subsurface Water Samples

- Submit the selected soil sample(s) from the removed AST system piping excavation areas and/or from each soil boring (the sample with the highest PID unit reading (if any), the sampling interval above the top of the subsurface water or groundwater table [if encountered] and/or other samples based on the field screening observations – post remedial excavation assessment soil samples) to a properly qualified and certified environmental laboratory for one week turnaround for analytical testing for the presence of gasoline and diesel fuel indicator parameters by EPA test methods 8260 and 8270; and
- Submit, if collected, subsurface water samples and the assessment TMW subsurface water samples to a properly qualified and certified environmental laboratory for one week turnaround for analytical testing for the presence of gasoline and diesel fuel indicator parameters by EPA test methods 8260 and 8270.

Task 4 – AST System Piping Removal & Delineation Assessment Report Generation and Submittal Activities

Incorporate the data collected from the previously discussed activities into the appropriate AST System Piping Removal and Delineation Assessment Report and attachments, outlining the field activities performed and the observations made. Innovative will include attachments such as color CAD generated maps, Soil Boring Logs and analytical summary charts. The AST System Piping Removal and Delineation Assessment Report will include a summary of our findings and will explain what, if any, additional actions are needed. If achieved, Innovative will generate an AST System Piping Release Remedial Cleanup Closure Report for submittal to the RRD of the MDEQ Jackson District Office.

**PROPOSAL TO PERFORM AST PIPING REMOVAL ASSESSMENT SOIL SAMPLING,
 GEOPROBE DELINEATION FIELD SCREENING SOIL BORING ASSESSMENT ACTIVITIES, POST
 REMEDIAL EXCAVATION ASSESSMENT SOIL SAMPLING & ANALYTICAL TESTING AND
 GENERATION (IF ACHIEVED) OF REMEDIAL CLEANUP AND CLOSURE REPORT
 CHARTER TOWNSHIP OF YPSILANTI PROPERTY
 7200 SOUTH HURON RIVER DRIVE, YPSILANTI, MICHIGAN
 INNOVATIVE PROPOSAL NUMBER – PRB-18-084 – AST PIPING REMOVAL ASSESSMENT
 MAY 8, 2018 – PAGE THREE**

ESTIMATE OF COSTS – PROPOSED AST SYSTEM PIPING REMOVAL ASSESSMENT, GEOPROBE DELINEATION ASSESSMENT SOIL BORINGS, POSTE REMEDIAL EXCAVATION ASSESSMENT SOIL SAMPLING, ANALYTICAL TESTING & REPORT GENERATION AND SUBMITTAL ACTIVITIES

	Approximate Cost
• Task 1 – AST system piping removal assessment & post remedial excavation assessment sampling;	\$ 2,500.00
• Task 2 – AST system piping area field screening Geoprobe style soil boring drilling activity related charges, field labor, equipment rental & sampling equipment (\$3,500.00 per day X 1);	\$ 3,500.00
• Task 3 – Analytical testing of source area & post remedial excavation assessment soil samples;	\$ 3,200.00
• Task 4 – Generation & submittal of Part 201 Closure Report (if closure achieved).	<u>\$ 2,750.00</u>
Estimate of Cost for Tasks 1 Through 4	\$ 11,950.00

The cost to complete the AST system piping removal and delineation assessment soil borings and the associated post remedial excavation soil analytical testing and closure (if achieve) reporting activities is approximately \$11,950.00. Please note that if additional analytical testing appears necessary, Innovative will contact client to seek approval and no additional testing will be completed without client's approval.

If the Scope of Work changes due to unforeseen circumstances, site conditions and/or additional services are requested, they will be provided in accordance with the rates and unit prices included in Innovative's Master PSA. In accordance with the Master PSA, between Innovative and you, all invoices for the work performed must be paid in full within 30 days of receipt. It is important to note that the scope of work and associated costs may alter upon the proposed expedited Phase I ESA findings, hence a revised Proposal will be generated and submitted to you.

This proposal incorporates by reference the terms of Innovative Environmental Solutions, Inc. Master Professional Service Agreement, whether or not the client executes such agreement. Additional copies of the Master Professional Service Agreement will be furnished to the client, upon written request. Please indicate your acceptance of this Proposal by signing one copy of the Proposal and returning it for our records. Please feel free to contact the undersigned at (810) 220-0033, if you have any questions or comments concerning this Proposal. We appreciate the opportunity to do business with you.

Respectfully Submitted,

INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

James Springstead
 James Springstead
 Senior Project Scientist

Jerome Meyer
 Jerome Meyer
 Senior Project Scientist

JS/JM:jm

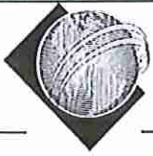
Jerome Meyer
 5/18/18

APPROVED AND ACCEPTED BY:
 CHARTER TOWNSHIP OF YPSILANTI
 MR. WAYNE DUDLEY

BY: *[Signature]*

DATE: May 15, 2018

INVOICE AND REPORT ADDRESS:



INNOVATIVE
ENVIRONMENTAL SOLUTIONS, INC.

**MASTER PROFESSIONAL
SERVICE AGREEMENT-PAGE 1**
Site Assessment Services

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2018, by and between Innovative Environmental Solutions, Inc. (hereinafter "IES") with an address at 510 Brighton Road, Howell, Michigan 48843 and the Charter Township of Ypsilanti with an address at 7200 South Huron River Drive, Ypsilanti, MI 48195 (hereinafter referred to as "Client") (hereinafter collectively referred to as the "Parties").

In consideration of the covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the Parties as follows:

1. **Services.** The specific professional services ("Services") to be performed by IES on behalf of Client shall be described and authorized from time to time by a fully executed and approved proposal or work order in substantially the form attached to this Agreement ("Proposal"). Each Proposal shall constitute a separate and individual undertaking and shall define an individual project; however, all Services authorized by Proposals shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent of the Parties.

2. **Inconsistent Terms And Forms.** It is mutually agreed that all terms, conditions, and provisions, of any nature whatsoever, contained within Client's acceptance, purchase order or other communications, except the description and specification of goods ordered, quality, price, invoice number, shipping instructions and tax exemption certificate, shall be ineffective. Any acknowledgment of or acquiescence to any such terms, conditions, and provisions, of any nature whatsoever, by IES shall not in any way be construed as an acceptance or approval of such terms.

3. **Estimate of Costs.** Any estimates or opinions made by IES of costs in Proposals are made on the basis of IES's judgment as an experienced and qualified environmental consultant and are based on the Schedule of Fees stated herein. However, Client acknowledges and agrees that IES cannot and does not guarantee that total costs will not vary from opinions of probable cost prepared by IES. Subject to the exceptions stated herein, if during the course of performing Services outlined in an approved Proposal, IES reasonably determines that either the scope of the Services, the cost of Services, or the cost of goods and component parts have increased beyond 50% above any estimate or opinion made by IES in any Proposal, IES shall so notify the Client and provide the Client with a new Proposal for approval. Until the Client is so notified and approves the Proposal, IES shall have the right to suspend the performance of the Services at issue and continue to perform any and all other Services not affected by the proposed changes. If the Client does not approve the scope of Services change and charges, either party shall have the right to terminate this Agreement upon five (5) days advance written notice, at which time all outstanding invoices for Services provided to Client shall become due and payable.

4. **Schedule of Fees.** Innovative bills at the rates indicated in the following paragraphs and as further detailed in the Proposals and Work Releases that may accompany this Agreement. Mileage shall be charged portal to portal at the rate of \$0.60 per mile. Standard fees for IES services shall be based upon the following hourly prices. Work performed on Saturdays will be charged at 1.5 times the normal hourly rate. Work performed on Sundays or holidays will be charged at 2.0 times the normal hourly rate.

- 5. Senior Project Scientist \$ 125.00
- 6. Project Scientist \$ 105.00
- 7. Staff Scientist \$ 90.00
- 8. Field Scientist \$ 75.00
- 9. Draftsperson..... \$ 65.00
- 10. Administrative Support..... \$ 55.00

5. **Billing and Payment.** Unless provided for in a separate financing agreement, Client will be invoiced monthly for work performed during preceding month pursuant to approved Proposals. Client is responsible for payment of IES's invoices within thirty (30) days of their receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within the thirty (30) day period at the rate of twelve percent (12%) per year until paid in full. In addition, Client shall be liable to IES for all costs incurred by IES in efforts to collect overdue payments from Client, including actual attorney fees and court costs.

6. **Release of Reports and Environmental Data.** Environmental data, including but not limited to reports, documents, geological and hydrogeological profiling information, soil analytical results, and groundwater/subsurface water analytical results generated by IES or under subcontracted services ("data"), remain proprietary in nature and will not be released until submitted invoices pertaining to the obtainment of the environmental data are paid in full. However, IES reserves the right to release environmental data at its discretion to Client, or third parties specified by Client, without or prior to full reimbursement of said invoices.

7. **Security Interest and Construction Liens.** Client agrees to prepare, record and provide to IES a notice of commencement, as that term is defined in the Michigan Construction Lien Act, MCL 570.1101 *et seq.*, for the project site. If a claim of construction lien is filed by IES, Client understands and authorizes IES to add a time-price differential of 18% on the Services to the lien amount.

8. **Limitation on Scope of Service.** Client agrees that unless expressly provided for in an approved Proposal, IES has had no role in generating, treating, storing, disposing or arranging for disposal of hazardous or toxic substances, pollutants or contaminants which may be present at the project site (hereinafter "Waste Materials") as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, being 42 USC 9601 *et seq.* (hereinafter "CERCLA"), and/or Parts 201, 211, and 213 of the Natural Resources and Environmental Protection Act, being MCL 324.20101 *et seq.*, MCL 324.21101 *et seq.*, and MCL 324.21301 *et seq.*, (hereinafter "NREPA") or any other state or federal law or regulation and that IES has not benefited from the processes that produced such Waste Materials. Any Waste Materials encountered by or associated with Services provided by IES on the project site shall at no time be or become the property of IES. In addition, Client expressly agrees that IES is not an "operator," as defined by CERCLA and/or Parts 201, 211 and 213 of NREPA, of the project site or facility where IES is performing the Services.

9. **Site Access and Control.** Client grants a right of entry to the project site to IES, its employees, agents and subcontractors to perform the Services. If Client does not own the project site, Client warrants and represents to IES that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry. If, as a requirement of performing the Services, IES or its subcontractors damages or alters property owned by a third party, Client agrees to pay the cost of restoring the property to its condition prior to the performance of the Services. By execution of this Agreement, Client acknowledges that it is now and shall remain in control of the project site at all times.

10. **Indemnification.** Client shall indemnify, hold harmless and defend IES and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorneys fees, which any or all of them may incur, be responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any property, contamination or adverse effects on the environment arising out of or which are connected with: (1) a release of Waste Materials not due to the negligent omission, conduct, and/or willful misconduct of IES; (2) any negligent omission, conduct, and/or willful misconduct of Client or Client's employees, agents, or subcontractors; or (3) Client's breach of this Agreement.

Directory: MASTERS/INNOVATIVE/FORMS/0980 – MASTER PSA – SA & PH I
 Origination Date: 01/01/07
 Revision Date: 02/12/07
 Form Number: 0980

Created By: James Springstead
 Revised By: James Springstead



INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

MASTER PROFESSIONAL SERVICE AGREEMENT-PAGE 2

Site Assessment Services

11. Limitation of Liability. IES shall not be responsible for any special, incidental, indirect or consequential damages for any claim arising out of this Agreement, the Services contemplated under this agreement, or any Proposal pursuant to this Agreement, including loss incurred by Client as a result of IES's non-performance of the Services. Any claim of any nature whatsoever shall be deemed waived unless made by Client in writing and received by IES within one year after completion of the Services with respect to which the claim is made. IES's liability shall be limited to \$50,000.00 or the cost of IES's professional service fees for the project, whichever is less.

12. Disclaimer of Warranties. Unless provided for in an approved Proposal, and other than those provided by the manufacturers of materials furnished in connection with the Services, there are no warranties, either express or implied, which are not expressly contained within this Agreement. Particularly, there are **NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** regarding any of the Services, goods, or equipment sold pursuant to this Agreement.

13. Utilities and Subterranean Structures. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks, piping, utility lines, drinking wells, old foundations, water pipes, drains, and sewer lines within the property lines of the project site and which are not identified by "Miss Dig" Utility Marking Services. Client agrees to waive any claim against IES and to defend, indemnify and hold IES harmless from any and all claims, damages, losses, liabilities and expenses, including actual attorneys fees, arising out of or resulting from any damage to utilities or subterranean structures caused by IES or its subcontractors that were not correctly identified by "Miss Dig" and/or Client within the property lines of the project site.

14. Part 211 Site Assessment and Closure Sampling. Client acknowledges that Site Assessment and Closure Sampling cost estimates assume that there has been no "release" at the project site and that if a "release" is encountered or if there are indicia that the project site is a "facility," as those terms are defined in parts 201, 211, and 213 of NREPA, there may be additional costs and obligations on client's part for sampling, excavation, soil disposal, and other remediation.

15. Regulatory Reporting. The Client acknowledges and agrees that unless provided for in a proposal signed by client, preparation and filing of all UST registration forms, notices of UST removal, amended registration forms, and release reports as may be required by parts 201, 211, and 213 of NREPA, the rules promulgated thereunder, or any other reporting required by any other state or federal law, rule or regulation is solely the responsibility of Client, and, unless otherwise provided for in a Proposal signed by client, IES shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement.

16. Phase I Environmental Site Assessments. Phase I Environmental Site Assessments shall be performed pursuant to the Phase I Environmental Site Assessment standard promulgated by the American Society for Testing and Materials (ASTM). If a Phase I Environmental Site Assessment indicates that a Phase II Environmental Site Assessment is required, Innovative shall submit a separate proposal for such work, to be performed subject to the terms of this Agreement. Innovative agrees to attempt to produce a written report of the Site Assessment within four weeks of the date of this Agreement. However, Client acknowledges that IES' ability to submit reports is largely affected by factors beyond IES' control, including, but not limited to, Client's payment of retainers and invoices, Client's agreement to and return of Proposals, weather, subcontractor performance and availability, and other matters beyond IES' control. IES shall make all reasonable efforts to submit reports by the dates requested by Client; however, IES shall not be liable for damages, costs, or penalties of any nature whatsoever if reports are not completed on or by the date requested by Client. At an increased cost to be specified in an approved Proposal, completed portions of an otherwise uncompleted report may be furnished to the Client prior to receipt of the final report.

17. Sampling/Testing Locations. Unless otherwise agreed upon in an approved Proposal, it is not the intent of this Agreement to require IES to employ surveying services for the accurate location of sampling, testing or boring points. Coordinates and elevations presented in IES' reports to delineate locations of sampling, testing or boring are approximate and are based on information furnished by Client or its agents or are estimated in the field by IES personnel. If sample locations are precisely specified by Client, IES reserves the right to deviate a reasonable distance from such specified locations if site conditions or safety considerations require.

18. Waste Materials and Sample Disposal. Client understands that waste materials will be created in the normal course of work and must be temporarily stored prior to final disposal. Client agrees to the temporary storage of such waste materials on-site. To the extent permitted by law, IES will store the waste in containers and in locations as requested by the Client. Client assumes all risk for safeguarding the waste materials from vandalism, tampering, theft and any other damage. If provided for in an approved Proposal, IES agrees to arrange for the proper disposal of waste material. The terms "disposal" or "dispose" shall include any pretreatment, treatment (including incineration), and/or actual disposal of the waste material. All disposal facilities shall be disclosed to Client at the request of Client. The timing of disposal shall be at the discretion of IES in order to minimize cost, to comply with all applicable law, and to ensure the safety of the waste material. If provided for in an approved Proposal, Client agrees to appoint Innovative as its agent for purposes of obtaining federal or state waste identification numbers, for preparing and signing waste manifests, and for all phases of waste disposal.

19. Termination. If Client fails to make payments to IES for the Services, or if client in any other way materially breaches this Agreement, IES may, upon fourteen days written notice to Client, suspend performance of Services under this Agreement. In the event of suspension of Services, IES shall have no liability to Client for delays and/or damages incurred by Client because of such suspension of Services. IES reserves the right, upon fourteen days written notice to Client, to cancel or renegotiate the provisions of this Agreement should 1994 PA 451 or its implementing rules be amended.

20. Legal Proceedings. Subject to paragraph 5, Client shall also be responsible for and pay IES at its prevailing rates for all time spent by IES employees in connection with any court, administrative or other legal proceedings arising from or relating to the Services provided under this Agreement. All eligible legal proceedings shall be brought exclusively in the United States District Court for the Western District of Michigan, or if there is no jurisdiction in such court, then in a state court in Ingham County, Michigan.

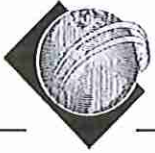
21. Independent Contractor. IES shall have the role of an independent contractor, not that of an agent or employee of Client. IES shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

22. Assignment. This Agreement shall not be assigned or transferred by Client or IES without the prior written consent of the other party, and if either party assigns or transfers this Agreement, the other party shall have the option to terminate this Agreement without any liability to either party, provided, however, that IES shall be entitled to payment for Services performed and costs advanced prior to such termination.

23. Confidentiality. IES agrees to maintain in confidence all information obtained pursuant to this Agreement or any Proposals authorized pursuant to this Agreement, except where disclosure is compelled by law, including threat of contempt of court, or is necessary to enforce the terms of this Agreement. Client acknowledges that all reports filed with state and federal agencies on Client's behalf by IES become public records subject to dissemination through the Freedom of Information Act. Further, Client expressly agrees that IES may disclose information to and speak freely with state and federal agency employees who may have an official interest in the Services or the premises where the Services are being performed. Client expressly agrees that Innovative may disclose information to analytical laboratories and other subcontractors that is reasonably necessary to perform the Services contemplated by this Agreement or any Proposals approved pursuant to this Agreement. Client expressly agrees that should contamination be found to extend from Client's property onto properties owned by third parties, IES will need to obtain off-site access agreements and road right-of-way permits to perform the Services. Accordingly, Client expressly agrees that IES may disclose such information as IES, in its sole discretion, believes is reasonably necessary to obtain such off-site agreements and right-of-way permits.

Directory: MASTERS/INNOVATIVE/FORMS/0980 - MASTER PSA - SA & PH I
Origination Date: 01/01/07
Revision Date: 02/12/07
Form Number: 0980

Created By: James Springstead
Revised By: James Springstead



INNOVATIVE
ENVIRONMENTAL SOLUTIONS, INC.

**MASTER PROFESSIONAL
SERVICE AGREEMENT-PAGE 3**
Site Assessment Services

24. Closure Report Submittal and Review. LUST Closure Reports must be approved by the local MDEQ District Quality Review Team (QRT) and then presented to and approved by the Lansing QRT. The Lansing QRT is unpredictable at best and IES makes no warranties or guarantees that the LUST Closure and/or Part 201 RAPS/closures submitted to the MDEQ will be approved.

25. Baseline Environmental Assessment Report Submittal and Review. If retained for the generation of a Baseline Environmental Assessment (BEA) Report, with the submittal of the BEA Report to the MDEQ, IES will make all reasonable efforts to ensure that the BEA Report meets MDEQ standards.

26. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their respective heirs, legal representatives, successors and assigns. The Parties agree that this Agreement was mutually drafted and that no presumption relating to authorship shall be drawn when construing this Agreement. The captions in this Agreement are for reference purposes and are of no substantive force whatsoever. The laws of the state of Michigan shall govern the validity, performance and enforcement of the Agreement. With the exception of the documents expressly incorporated by reference herein, this Agreement contains the entire Agreement between the Parties and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral, between the Parties. No subsequent agreements, contracts, promises or representations shall be binding or effective between the Parties, unless set forth in writing and signed by the Parties. A forbearance or failure or delay by either of the Parties to exercise any right, power or remedy provided in this Agreement shall not be deemed to be a waiver of such rights, power or remedy. Each of the Parties agrees that they shall, from time to time upon the reasonable request of the other party, execute and deliver such additional documents, certificates, notices or instruments and shall take other action as may be reasonably required to effectively carry out the terms of this Agreement.

27. Authority to Execute. Both Parties signing this Agreement represent and warrant that their execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other action, and is valid and binding upon such Parties.

28. Other Documents. Each of the Parties agrees that they shall, from time to time, upon the reasonable request of the other party, execute and deliver such additional documents and take other actions as may be reasonably required to effectively carry out the terms of this Agreement.

The Parties below have read and understand this Agreement and have executed this Agreement by their duly authorized agents as of the day and year first above written.

INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

CHARTER TOWNSHIP OF YPSILANTI
MR. WAYNE DUDLEY

By: *Jerome Meyer*

By: *Dwight / Kalajic*

Its: Senior Project Scientist

Its: Supervisor / Clerk

Date: May 8, 2018

Date: 5-15-2018

Jerome Meyer
5/18/18

SCHRO MASTERS/INNOVATIVE/FORMS/0980 - MASTER PSA - SA & PH I
Origination Date: 01/01/07
Revision Date: 02/12/07
Form Number: 0980

Created By: James Springstead
Revised By: James Springstead

2018 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2018, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

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

1. **Lakecrest Drive & Lakecrest Court:**

Work to include cold milling of existing HMA pavement, placement of 3" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and project restoration

Estimated project cost: \$ 216,800

2. **Hawthorne Avenue, Harris Road to Parkwood Avenue:**

Work to include cold milling of existing HMA pavement, placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and project restoration

Estimated project cost: \$ 69,300

3. **Parkwood Avenue, Harris Road to Glenwood Avenue:**

Work to include cold milling of existing HMA pavement, placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and project restoration

Estimated project cost: \$ 84,300

4. **Gates Avenue, US-12 to Tyler Road:**

Work to include cold milling of existing HMA pavement, placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and project restoration

Estimated project cost: \$ 48,400

5. **Tyler Road, Dorsett Avenue westerly to end of road:**
Work to include cold milling of existing HMA pavement, placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and project restoration
Estimated project cost: \$ 78,200
6. **The Pines Subdivision:**
Work to include cold milling of existing HMA pavement, placement of 2.5" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and project restoration. Roads include S. Mohawk Avenue, S. Miami Avenue, S. Ivanhoe Avenue and James Avenue.
Estimated project cost: \$ 491,500

AGREEMENT SUMMARY


2018 LOCAL ROAD PROGRAM	
Lakecrest Drive & Lakecrest Court	\$ 216,800.00
Hawthorne Avenue	\$ 69,300.00
Parkwood Avenue	\$ 84,300.00
Gates Avenue	\$ 48,400.00
Tyler Road	\$ 78,200.00
The Pines Subdivision	\$ 491,500.00
Subtotal	\$ 988,500.00
Less 2017 Conventional Matching Funds:	\$ 14,072.40
Less 2018 Conventional Matching Funds:	\$ 223,898.40
Less 2019 Conventional Matching Funds:	\$ 166,968.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2018: \$ 583,561.20

FOR YPSILANTI TOWNSHIP:


Brenda L. Stumbo, Supervisor

May 16, 2018


Witness
May 16, 2018

Karen Lovejoy Roe 5-15-2018
Karen Lovejoy Roe, Clerk

Joak Stanfeld
Witness
May 15, 2018

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

_____[Space Above This Line Is For Recording Information]_____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "*Agreement*") is entered into as of the 16th day of May, 2018 (the "*Effective Date*"), by **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (referred to herein as "*Grantor*"), **Willow Run Arsenal of Democracy Landholdings Limited Partnership**, a Michigan limited partnership, whose address is 3948 Hunters Ridge Drive #4, Lansing, Michigan 48911 (referred to herein as "*Grantee*"), and American Center for Mobility, a Michigan non-profit corporation, whose address is 801 Kirk Profit Drive, Ypsilanti, MI 48198, but only as expressly provided herein ("*ACM*" and collectively, the "*Parties*" and each, without distinction, a "*Party*").

RECITALS:

A. Grantor is the fee simple owner of that certain parcel of land located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, identified by Tax Parcel No. K-11-12-400-002 with property address at 2936 Airport Drive as more particularly described on the attached Exhibit A ("*Grantor's Parcel*"). The water basin commonly known as Tyler Pond is located upon Grantor's Parcel.

B. Grantee is the fee simple owner of that certain parcel of land, situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and in the Township of Van Buren, County of Wayne, State of Michigan, as more particularly described on the attached Exhibit B ("*Grantee's Parcel*"). Grantee's Parcel is separated from Grantor's Parcel by the public road known as Airport Drive.

C. On November 4, 2016, Grantee entered into that certain Ground Lease with ACM ("*WRAD Ground Lease*"), which ground lease enables ACM to use Grantee's Parcel to construct and operate an automated and connected vehicle research, education, testing, standards-convening, product development validation and self-certification facility (the "*Facility*").

D. Grantee desires perpetual easements for an outlet or outlets to Tyler Pond over, across and under a portion of Grantor's Parcel to allow for construction, operation, maintenance and use of storm water sewer pipe infrastructure improvements, which improvements shall be owned and operated by ACM, to benefit Grantee's Parcel as part of ACM's overall storm water management system (the "*Easements*").

NOW THEREFORE, for the consideration stated in Section 1 below, the receipt and sufficiency of which are hereby acknowledged, Grantor conveys these Easements to Grantee subject to the following terms and conditions:

AGREEMENT

1. **Consideration.** For and in consideration of the sum of One Dollar (\$1), Grantor hereby conveys the Easements to Grantee for the purposes in Section 2 below.

2. **Purposes of Permanent Easements.** Grantor hereby grants to Grantee, its ground lessees, tenants, agents, successors and assigns, including ACM, the following permanent easements over, above, across and below the Easement Areas (as defined below):

Two permanent easements for storm water sewer pipe, and storm water sewer outlet to Tyler Pond, for the installation, construction, operation, maintenance, repair, and replacement of private storm water sewer utility lines and storm water sewer outlet to Tyler Pond (the "*Storm Water Sewer Utility Lines*").

3. **Location of Easements.** The "*Easement Areas*" shall be the areas more particularly depicted by sketch and described in the attached **Exhibit C**. The width of the Easement Areas shall be twenty (20) feet in width, being ten (10) feet on each side of the centerline of the storm water sewer pipeline and outlet as constructed.

4. **Temporary Construction/Maintenance Easement.** To the extent Grantee or its ground lessees, tenants, agents, successors or assigns, including ACM, must perform any construction, maintenance and/or repair activities within the Easement Areas, Grantee, its ground lessees, tenants, agents, successors and assigns, including ACM, shall have the right of ingress to and egress from the Easement Areas through and across Grantor's Parcel.

5. **ACM: Third Party Beneficiary.** The Parties acknowledge and agree that ACM, and its successors and assigns, shall be a third party beneficiary of this Agreement with respect to the Easements as long as the WRAD Ground Lease remains in effect. Upon termination or expiration of the WRAD Ground Lease, ACM shall cease to have any rights, obligations or liability under this Agreement; provided, however, that any indemnification liability of ACM under Section 6 arising by reason of any act or omission of ACM prior to termination or expiration of the Ground Lease shall survive until expiration of the applicable statute of limitations. Except as otherwise expressly provided herein, nothing in this Agreement, expressed or implied, shall confer upon any person or entity, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6. **Default.** If any Party shall default in the performance of an obligation of such Party (such Party being herein called a "*Defaulting Party*"), any other Party (the

“**Nondefaulting Party**”), in addition to all other remedies it may have at law or in equity, after twenty (20) days’ prior written notice to the Defaulting Party and any first mortgagee (provided that such first mortgagee has given written notice to all Parties of its right to be notified and the address for notification), shall have the right to perform such obligation on behalf of the Defaulting Party. In such event, the Defaulting Party shall promptly (but in any event within sixty (60) days after demand and receipt of proof of payment of such costs) reimburse the Nondefaulting Party the actual, necessary and reasonable cost thereof. Notwithstanding anything contained herein to the contrary, the Easements established by this Agreement shall not terminate as a result of any default under this Agreement.

7. **No Dedication.** Nothing contained in this Agreement shall be construed to constitute a gift or dedication of the Easements contained within this Agreement to the general public or for any public use or purpose whatsoever.

8. **Successors.** The Easements shall run with the land and bind and benefit, respectively, Grantor’s and Grantee’s successors and assigns, and Grantee’s ground lessees, tenants, and agents thereof, in accordance with the terms of this Agreement.

9. **Modification of Agreement.** This Agreement may only be amended (in whole or in part) by a written agreement between Grantor and Grantee, and, to the extent of its interest, ACM. Any and all amendments shall be duly recorded in the Offices of the Register of Deeds of Wayne County, Michigan and of Washtenaw County, Michigan.

10. **Construction.** The Parties hereto acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments thereto, and the same shall be construed neither for nor against any Party, but shall be a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

11. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed to the Parties as follows:

If to GRANTOR:

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, Michigan 48197
Attn: _____

And a Copy to:

Ypsilanti Community Utilities Authority
2777 State Road
Ypsilanti, Michigan 48198-9112
Attn: _____

If to GRANTEE:

Willow Run Arsenal of Democracy
Landholdings Limited Partnership
c/o Willow Run Land Management Services,
General Partner

And a Copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
One Michigan Avenue, Suite 900
Lansing, MI 43933
Attn: G. Alan Wallace

3948 Hunters Ridge Drive #4
Lansing, MI 48911-1136
Attn: Charles A. Fiedler, President
Email: cfiedler@sentinellawgroup.net

Tel: 517.483.4905
Email: wallace@millercanfield.com

If to ACM:

American Center for Mobility
201 S. Division Street, Suite 430
Ann Arbor, MI 48104
Attn: John Maddox, President & CEO
Office: 734.763.6243
Email: maddoxjm@umich.edu

And a Copy to:

Honigman Miller Schwartz and Cohn LLP
315 E. Eisenhower Parkway, Suite 100
Ann Arbor, MI 48108
Attn: David N. Parsigian
Tel: 734.418.4200
Email: dparsigian@honigman.com

Any Party may change its contact information by sending notice of such change to the other Parties.

12. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

14. Attorneys' Fees. In the event that any Party hereto brings an action or proceeding for a declaration of its rights under this Agreement, for injunctive relief, or for an alleged breach or default of this Agreement, or any other action arising out of this Agreement, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

15. Miscellaneous.

(a) This Agreement shall be construed in accordance with the laws of the State of Michigan.

(b) Nothing in this Agreement shall be construed to make the Parties' partners or joint venturers or make any Party liable for the debts or obligations of another Party.

(c) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the Parties hereto concerning the Easements. All recitals and all Exhibits attached to this Agreement are by this reference incorporated herein and made a part hereof.

(d) No waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted; and, any such

written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

(e) This Agreement is exempt from Michigan, Wayne County and Washtenaw County transfer taxes pursuant to MCL § 207.526(a) and MCL § 207.505(a).

(f) Each party to this Agreement represents and warrants that the undersigned signatory has the proper and necessary corporate authority to execute this Agreement and to bind his or her respective entity to the terms and conditions of this Agreement.

The Parties hereto have executed this instrument the day and year first above written.

[Remainder of page intentionally left blank; Signatures appear on following pages]

Signature page to Easement Agreement

Approved as to form by the Charter
Township of Ypsilanti general counsel:

**CHARTER TOWNSHIP OF
YPSILANTI**, a Michigan municipal
corporation

By: Wm. David White
General Counsel, Charter Township of
Ypsilanti

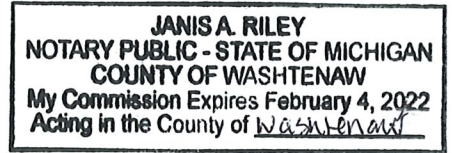
By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Township Supervisor May 16, 2018

And by: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Township Clerk May 16, 2018

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me in Washtenaw County, Michigan
this 16 day of May, 2018, by Brenda L. Stumbo, Township Supervisor, and Karen
Lovejoy Roe, Township Clerk, for the Charter Township of Ypsilanti, a Michigan municipal
corporation.

Notary's signature: Janis A. Riley
Notary's Name: Janis A. Riley
Notary Public, State of Michigan
County of Washtenaw
My commission expires: 102-04-2022
Acting in Washtenaw, County



(Signatures continue on following page)

Signature page to Easement Agreement

**WILLOW RUN ARSENAL OF
DEMOCRACY LANDHOLDINGS
LIMITED PARTNERSHIP**, a Michigan
limited partnership

By: Willow Run Land Management Services
Its: General Partner

By _____
Charles A. Fiedler
Its President

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, State of Michigan this ____ day of _____, 2018, by Charles A. Fiedler, the President of Willow Run Land Management Services, the General Partner of Willow Run Arsenal of Democracy Landholdings Limited Partnership, on behalf of the limited partnership.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

(Signatures continue on following page)

[Signature page to Easement Agreement]

AMERICAN CENTER FOR MOBILITY,
a Michigan nonprofit corporation

By _____
John Maddox
Its President and Chief Executive
Officer

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before in _____ County, State of Michigan this ____ day of _____, 2018, by John Maddox, the President and Chief Executive Officer of American Center for Mobility, a Michigan nonprofit corporation, on behalf of the corporation.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

DRAFTED BY AND WHEN RECORDED MAIL TO:
Miller Canfield Paddock and Stone, PLC
Attn: Reshma Sambare
One Michigan Avenue, Suite 900
Lansing, MI 43933
Tel: (517) 483-4937

LIST OF EXHIBITS TO BE ATTACHED:

- Exhibit A Legal Description of Grantor's Parcel
- Exhibit B Legal Description of Grantee's Parcel
- Exhibit C Legal Description/Depiction of Easement Areas

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PARCEL

Real property situated in Ypsilanti Township, Washtenaw County, State of Michigan, described as follows:

YP#12-11 COM AT SE COR OF SEC, TH S 87 DEG 46' 05" W 650 FT IN S LINE OF SEC FOR A PL OF BEG, TH S 87 DEG 46' 05" WEST 285.33 FT, TH N 1 DEG 16' 17" W 60.01 FT, TH N 61 DEG 16' 45" E 232.01 FT TO CENTER OF WILLOW RUN CREEK, TH N 4 DEG 51' 50" E 188.68 FT, TH N 45 DEG 40' 10" W 181.74 FT, TH N 82 DEG 54' 10" W 250.92 FT, TH S 83 DEG 10' 55" WEST 185.31 FT, TH N 74 DEG 06' 15" W 157.0 FT, TH N 86 DEG 11' 10" W 300.66 FT, TH N 42 DEG 09' 05" W 284.61 FT, TH N 16 DEG 47' 55" W 276.81 FT, TH N 44 DEG 03' 10" W 171.14 FT, TH N 54 DEG 59' 50" W 411.42 FT, TH N 66 DEG 19' 45" W 159.41 FT, TH N 49 DEG 51' W 325.75 FT, TH N 51 DEG 59' 20" W 181.27 FT, TH N 48 DEG 18' W 140.67 FT, TH LEAVING CENTER OF WILLOW RUN CREEK, TH N 29 DEG 09' 07" W 224.42 FT, TH EAST 122.46 FT, TH S 56 DEG 33' 55" EAST 1888.63 FT, TH SELY 464.60 FT IN THE ARC OF A CIRC CURVE TO THE LEFT OF 3306.76 FT RADIUS THRU A CENT ANGLE OF 8 DEG 03', TH S 64 DEG 36' 55" E 587.00 FT, TH SLY 663.63 FT IN THE ARC OF A CIRCULAR CURVE TO THE RIGHT OF 260.81 FT RADIUS THRU A CENT ANGLE OF 146 DEG 28' 12" THE CHORD BEARS S 8 DEG 37' 11" W 499.44 FT, TH S 2 DEG 13' 55" E 43.63 FT TO THE PL OF BEG, BEING A PART OF THE S 1/2 SEC 12 T3S-R7E 22.15 AC. EXCEPTING THAT PART DEED TO THE WCRC EXHIBIT "A" L. 24321 P. 511. CONTAINING 0.801 ACRES.

Address Reference: 2936 Airport Drive, Ypsilanti, Michigan 48198
Tax Parcel Number: K-11-12-400-0002

EXHIBIT B TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTEE'S PARCEL

Real property situated in the County of Wayne, Township of Van Buren, State of Michigan, described as follows:

PARCEL 1: (83-025-99-0002-701)

THAT PART OF NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 7 AND PROCEEDING SOUTH 01 DEGREE 25 MINUTES 10 SECONDS WEST ALONG THE WEST SECTION LINE 799.13 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS EAST 193.19 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS WEST 275.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST 153.16 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 10 SECONDS EAST 525.40 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 10 SECONDS WEST ALONG THE NORTH SECTION LINE 33.07 FEET TO THE POINT OF BEGINNING.

EXCEPT:

PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST A DISTANCE OF 525.40 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING NORTH 89 DEGREES 59 MINUTES 56 SECONDS EAST A DISTANCE OF 153.16 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST A DISTANCE OF 275.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 193.17 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE NORTH 01 DEGREE 27 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 275.10 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 33.01 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (83-025-99-0003-702)

PART OF THE WEST 1/2 OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE WEST 1/4 CORNER OF SECTION 7; THENCE NORTH 01 DEGREE 27 MINUTES 26 SECONDS EAST 855.18 FEET; THENCE SOUTH 24 DEGREES 17 MINUTES 05

SECONDS EAST 238.53 FEET; THENCE DUE SOUTH 768.31 FEET; THENCE SOUTH 41 DEGREES 23 MINUTES 40 SECONDS WEST 181.57 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 43 SECONDS EAST 267.04 FEET TO THE PLACE OF BEGINNING.

ALSO:

PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 56 SECONDS EAST A DISTANCE OF 153.16 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST A DISTANCE OF 275.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 56 SECONDS WEST, ACROSS THE LINE COMMON TO SAID SECTIONS 7 AND 12 AND INTO SAID SECTION 12, A DISTANCE OF 425.10 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS WEST A DISTANCE OF 534.67 FEET TO A POINT; THENCE SOUTH 24 DEGREES 17 MINUTES 05 SECONDS EAST A DISTANCE OF 287.53 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 93.51 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 93.07 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 413.48 FEET TO A POINT; THENCE NORTH 24 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 238.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE NORTH 01 DEGREE 27 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 196.22 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF THE FOLLOWING DESCRIPTION LYING WITHIN ABOVE PARCEL 2:

PART OF THE WEST 1/2 OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND PROCEEDING THENCE FROM SAID POINT OF BEGINNING NORTH 01 DEGREE 27 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 477.35 FEET TO A POINT; THENCE SOUTH

89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 107.72 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST A DISTANCE OF 120.09 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE NORTH 00 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 352.56 FEET TO THE POINT OF BEGINNING.

Real property situated in the County of Washtenaw, Township of Ypsilanti, State of Michigan, described as follows:

PARCEL 3: (K-11-12-100-006)

PART OF SEC 12 AND AND SE 1/4 OF SEC 1, T3S, R7E, YPSILANTI TWP, WASHTENAW CO, MI, DESC AS BEG AT NE COR SEC 12, TH S 01-27-26 W 557.02 FT, ALG E LI SD SEC; TH N 89-58-35 W 994.29 FT; TH S 00-01-25 W 892.33 FT; TH S 44-58-35 E 253.84 FT; TH S 89-58-35 E 787.98 FT; TH S 01-27-26 W 574.39 FT, ALG E LI SD SEC 12; TH N 89-58-00 W 565.84 FT; S 00-02-00 E 224.85 FT; TH S 45-02-00 W 69.30 FT; TH N 89-58-00 W 442.50 FT; TH S 00-02-00 W 418.67 FT; TH E 38.38 FT; TH S 00-08-45 W 241.25 FT; TH S 77-57-35 W 4.93 FT; TH S 00-03-01 W 1102.74 FT; TH ALG ARC OF CURVE, CONCAVE TO THE NE, RAD 334.72 FT ARC DIST 295.12 FT CHD S 25-12-33 E 285.66 FT; TH N 64-36-55 W 204.04 FT; TH ALG THE ARC OF A CURVE, CONCAVE TO THE NE, RAD 3233.20 FT ARC DIST 454.26 FT CHD N 60-35-25 W 453.89 FT; TH N 56-33-55 W 1484.43 FT; TH ALG ARC OF CURVE, CONCAVE TO THE NE, RAD 3739.90 FT ARC DIST 130.30 FT CHD N 55-34-02 W 130.29 FT; TH N 54-34-09 W 359.48 FT; TH N 89-55-54 W 905.78 FT; TH N 00-03-30 W 28.13 FT; TH N 75-21-04 W 751.41 FT; TH N 34-14-31 W 264.14 FT; TH N 17-41-20 W 42.89 FT; TH S 43-54-37 E 4.23 FT; TH N 07-38-28 E 76.94 FT; TH N 00-17-13 W 116.77 FT; TH N 16-30-35 E 91.37 FT; TH N 70-10-04 E 76.60 FT; TH S 89-59-08 E 132.93 FT; TH N 74-57-39 E 103.97 FT; TH N 62-44-44 E 117.99 FT; TH N 56-19-26 E 63.37 FT; TH S 81-47-24 E 95.70 FT; TH S 41-29-39 E 127.51 FT; TH S 20-59-39 E 62.61 FT; TH S 32-49-49 W 51.48 FT; TH S 11-53-00 E 98.90 FT; TH S 24-51-44 E 167.55 FT; TH S 26-55-41 E 107.14 FT; TH S 52-06-00 E 67.16 FT; TH S 73-01-57 E 106.85 FT; TH N 89-36-14 E 79.13 FT; TH N 71-50-27 E 44.80 FT; TH N 31-22-45 E 28.47 FT; TH N 01-45-03 E 109.79 FT; TH N 09-38-11 W 83.57 FT; TH N 51-10-30 W 83.14 FT; TH N 35-44-20 W 153.06 FT; TH N 44-45-42 W 23.25 FT; TH N 17-35-43 W 218.61 FT; TH N 16-24-34 W 80.48 FT; TH N 33-34-36 W 80.53 FT; TH N 20-43-09 W 80.28 FT; TH N 02-37-46 E 88.24 FT; TH N 16-05-51 W 94.03 FT; TH N 10-35-29 W 115.58 FT; TH N 25-11-25 W 44.91 FT; TH N 11-32-30 W 65.19 FT; TH N 13-43-37 E 67.50 FT; TH N 60-18-26 E 70.74 FT; TH N 89-01-39 E 43.05 FT; TH N 60-36-22 E 39.60 FT; TH N 75-28-45 E 118.86 FT; TH N 40-42-55 E 43.95 FT; TH N 69-36-11 E 46.74 FT; TH N 20-37-49 E 90.38 FT, TO PT ON WLY LI OF RR R/W 100 FT WD; TH S 04-36-50 E 125.71 FT, ALG SD RR R/W LI; TH N 69-34-21 E 69.21 FT; TH N 69-33-20 E 34.73 FT TO A PT ON ELY LI OF SD RR R/W; TH N 04-36-50 W 328.62 FT, ALG ELY LI OF SD RR R/W; TH ALG THE ARC OF A CURVE, CONCAVE TO THE WEST, RAD 1462.69 FT ARC DIST 419.53 FT CHD N 12-49-50 W 418.09 FT, ALG ELY LI OF SD RR R/W; TH N 20-55-15 W 284.08 FT, ALG ELY LI OF SD RR R/W; TH FOLLOWING COURSES AND DIST ALG SLY LI ECORSE ROAD (M-17/US-12 BY-PASS), ALG THE ARC OF A CURVE CONCAVE TO THE SOUTH, RAD 3967.56 FT ARC DIST 669.08 FT, CHD N 73-52-13 E 668.29 FT; TH N 78-42-05 E 325.43 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE SW RAD 618.70 FT ARC DIST 845.04 FT CHD S 62-04-00 E 780.87 FT; TH S 22-10-00 W 200.92 FT; TH N 61-05-34 E 290.02 FT; TH N 61-03-56 E 55.20 FT; TH N 00-01-50 W 170.15 FT; TH N 89-57-30 E 180.74 FT; TH S 00-02-30 E 70.42 FT; TH N 61-07-04 E 275.27 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE SE RAD 2185.04 FT ARC DIST 177.67 FT CHD N 14-11-51 E 177.62 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE SE RAD 469.38 FT

ARC DIST 509.49 FT CHD N 47-37-21 E 484.84 FT; TH N 78-43-06 E 1050.35 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE S RAD 2161.92 FT ARC DIST 178.46 FT CHD N 81-04-59 E 178.41 FT; TH S 45-13-15 E 196.15 FT, TO THE E LI OF SD SEC 1; TH S 03-46-45 W 319.00 FT, ALG E LI OF SD SEC 1 TO POB.

PARCEL 4: (K-11-12-200-003)

PART OF NORTHWEST 1/4 OF SECTION 12, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT A POINT ON THE WEST LINE OF SECTION 12, DISTANT SOUTH 00 DEGREES 27 MINUTES 23 SECONDS WEST 966.09 FEET, AS MEASURED ALONG SAID SECTION LINE, FROM THE NORTHWEST CORNER OF SAID SECTION; PROCEEDING THENCE FROM SAID POINT OF BEGINNING ALONG SOUTHERLY LINE ECORSE ROAD (M-17/US-12 BY-PASS) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST RADIUS 3967.56 FEET ARC DISTANT 1235.00 FEET CHORD NORTH 58 DEGREES 39 MINUTES 51 SECONDS EAST 1230.02 FEET; THENCE SOUTH 20 DEGREES 55 MINUTES 15 SECONDS EAST 50.00 FEET ALONG WESTERLY LINE OF RAILROAD R/W 100 FEET WIDE; THENCE SOUTH 53 DEGREES 48 MINUTES 59 SECONDS WEST 71.30 FEET; THENCE SOUTH 08 DEGREES 34 MINUTES 55 SECONDS EAST 83.90 FEET; THENCE SOUTH 07 DEGREES 04 MINUTES 52 SECONDS WEST 137.67 FEET; THENCE SOUTH 11 DEGREES 57 MINUTES 20 SECONDS E 101.65 FEET; THENCE SOUTH 01 DEGREE 33 MINUTES 01 SECONDS EAST 127.84 FEET; THENCE SOUTH 02 DEGREES 01 MINUTES 48 SECONDS WEST 73.23 FEET; THENCE SOUTH 05 DEGREES 10 MINUTES 51 SECONDS WEST 98.66 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 41 SECONDS WEST 153.11 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 07 SECONDS WEST 74.99 FEET; THENCE SOUTH 64 DEGREES 54 MINUTES 53 SECONDS WEST 87.17 FEET; THENCE SOUTH 78 DEGREES 29 MINUTES 01 SECONDS WEST 90.60 FEET; THENCE NORTH 62 DEGREES 36 MINUTES 10 SECONDS WEST 144.02 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 35 SECONDS WEST 135.41 FEET; THENCE SOUTH 76 DEGREES 01 MINUTE 50 SECONDS WEST 96.30 FEET; THENCE SOUTH 21 DEGREES 00 MINUTES 09 SECONDS WEST 47.96 FEET; THENCE SOUTH 56 DEGREES 54 MINUTES 29 SECONDS EAST 63.20 FEET; THENCE NORTH 85 DEGREES 30 MINUTES 36 SECONDS EAST 89.47 FEET; THENCE SOUTH 74 DEGREES 40 MINUTES 08 SECONDS EAST 93.32 FEET; THENCE SOUTH 46 DEGREES 01 MINUTE 17 SECONDS EAST 92.21 FEET; THENCE SOUTH 04 DEGREES 37 MINUTES 27 SECONDS WEST 113.77 FEET; THENCE SOUTH 04 DEGREES 57 MINUTES 08 SECONDS EAST 92.83 FEET; THENCE SOUTH 44 DEGREES 23 MINUTES 10 SECONDS EAST 61.99 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 15 SECONDS WEST 85.68 FEET; THENCE SOUTH 17 DEGREES 03 MINUTES 22 SECONDS WEST 54.40 FEET; THENCE SOUTH 17 DEGREES 21 MINUTES 29 SECONDS WEST 68.54 FEET; THENCE SOUTH 58 DEGREES 55 MINUTES 04 SECONDS WEST 55.22 FEET; THENCE SOUTH 35 DEGREES 03 MINUTES 54 SECONDS WEST 92.30 FEET; THENCE SOUTH 70 DEGREES 49 MINUTES 58 SECONDS WEST 75.01 FEET; THENCE SOUTH 74 DEGREES 32 MINUTES 42 SECONDS WEST 91.61 FEET; THENCE SOUTH 69 DEGREES 02 MINUTES 34 SECONDS WEST 86.16 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 01 SECONDS WEST 78.27 FEET; THENCE SOUTH 83 DEGREES 46 MINUTES 45 SECONDS WEST 104.57 FEET; THENCE SOUTH 58 DEGREES 22

MINUTES 14 SECONDS WEST 58.17 FEET; THENCE SOUTH 52 DEGREES 53 MINUTES 19 SECONDS WEST 87.86 FEET TO POINT ON EASTERLY LINE WILLOW RUN EXPRESSWAY; THENCE NORTH 17 DEGREES 41 MINUTES 20 SECONDS WEST 281.68 FEET ALONG EASTERLY LINE OF SAID WILLOW RUN EXPRESSWAY TO POINT ON WEST LINE SECTION 12; THENCE NORTH 00 DEGREES 27 MINUTES 23 SECONDS EAST 927.30 FEET ALONG WEST LINE SECTION 12 AND SAID EASTERLY LINE OF SAID WILLOW RUN EXPRESSWAY TO POINT OF BEGINNING.

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AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 17, 2018 THROUGH JULY 14, 2018

AGREEMENT is made this 7th day of May 2018 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 17, 2018 through July 14, 2018 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 17, 2018 and concluding on July 14, 2018, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 17, 2018 and continue through July 14, 2018.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$12323.92 payable by the Township as follows: June invoice--\$6161.96; July invoice--\$6161.96.

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo 5/15/2018
Brenda Stumbo (DATE)
Supervisor

By: _____
Gregory Dill (DATE)
County Administrator

By: Karen Lovejoy Roe 5/15/2018
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Sean McNatt
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 17, 2018 THROUGH SEPTEMBER 1, 2018

AGREEMENT is made this 7 May 2018 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 17, 2018 through September 1, 2018 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 17, 2018 and concluding on September 1, 2018, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 17, 2018 and continue through September 1, 2018.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$33377.10, payable by the Township as follows: June invoice--\$6161.96; July invoice--\$13,387.50; and August invoice (including September 1st)--\$13827.64.

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo 5/15/2018
Brenda Stumbo (DATE)
Supervisor

By: _____
Gregory Dill (DATE)
County Administrator

By: Karen Lovejoy Roe 5/15/2018
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____ (Date)
Benjamin Edmondson
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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

**2018 YPSILANTI TOWNSHIP AGREEMENT
FOLEY AVENUE CDBG LOCAL ROAD PROJECT**

THIS AGREEMENT, made and entered into this 16th day of May, 2018, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

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

1. **Foley Avenue, between Harris Road and Andrea Avenue:**
Work to include milling the existing pavement, structure adjustments, ADA sidewalk ramps, and the placement of a 3" HMA resurfacing with associated project restoration. This is a proposed Community Development Block Grant project administered through the Washtenaw County Office of Community & Economic Development and subject to the terms and conditions of that program. The estimated cost is subject to competitive bidding.
Estimated cost: \$ 211,700.00

AGREEMENT SUMMARY

2018 LOCAL ROAD CDBG PROGRAM	
Foley Avenue	\$ 211,700.00
 ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2018:	 \$ <u>211,700.00</u>

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo 5-15-2018
Brenda L. Stumbo, Supervisor

Lisa K Starfield May 15, 2018
Witness

Karen Lovejoy Roe 5-15-2018
Karen Lovejoy Roe, Clerk

Lisa K Starfield May 15, 2018
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and the Charter Township of Ypsilanti ("Customer") as of May 7, 2018.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. 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. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____




Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 7, 2018 between The Detroit Edison Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (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:	49598377	
	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:	Various Locations, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	105	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Convert (15) 400w MH Special Order Material Mongoose fixtures to 296w LED Special Order Material Mongoose fixtures. Convert (58) 100w HPS Granvilles with gold trim and Lunar optics to 39w LED retrofit kit and new glass. These (58) locations will not have the gold bands or lunar optics. Convert (32) 100w HPS Granvilles to 39w LED retrofit kit.	
5. Estimated Total Annual Lamp Charges	\$30,693.90	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$61,079.60
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	\$61,079.60
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 _____ 	
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 1 posts and 1 Mongoose 296w LED luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at 7200 S. Huron River Dr. Ypsilanti, MI 48197. 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: Wayne Dudley Title: Public Services Superintendent
Phone Number: 734-544-3514 Email: wdudley@ytown.org

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: _____