

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, JUNE 19, 2018 BOARD 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 Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Monica Ross-Williams, and Jimmie Wilson, Jr.

Members Absent: Trustee Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. 7:00PM – RESOLUTION 2018-15, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #211 CREEKSIDE VILLAGE WEST -2 (PUBLIC HEARING SET AT THE MAY 18, 2018 REGULAR MEETING)

Supervisor Stumbo opened the Public Hearing at 7:04PM

Tamara Turkai, Township Resident and Board Member for the Creekside Village West Homeowners Association stated she strongly supported this. She said the value it would be to the homeowners far outweighed the minimal cost. She said this would be a deterrent to crime and safety for residents.

Clerk Lovejoy Roe read an objection to the new streetlights from Township Resident, Michael Browning.

Supervisor Stumbo closed the Public Hearing at 7:07PM

A motion was made by Clerk Lovejoy, supported by Trustee Ross-Williams to Approve Resolution 2018-15, Creation of Streetlight Special Assessment District #211 Creekside Village West -2 (Public Hearing Set at the May 18, 2018 Regular Meeting) (see attached).

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

The motion carried unanimously.

PUBLIC COMMENTS

Jo Ann McCollum, Township Resident said she supports the Washtenaw County Sheriff Youth Initiative program. She said although it still needs to improve, crime is down in West Willow. Ms. McCollum stated that she appreciates the Sheriffs' presence in the community. She said that people are using the parks and she is happy with the continued improvements being made to our parks.

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Arloa Kaiser, Township Resident stated she was against the snow ordinance and thinks it would be a burden to township residents.

Steven Hudak, Township Resident stated he was aware that some of the board were involved with the Re-Imagine Washtenaw and would encourage the township to continue with this program.

CONSENT AGENDA

A. MINUTES OF THE MAY 15, 2018 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JUNE 5, 2018 IN THE AMOUNT OF \$872,544.38**
- 2. STATEMENTS AND CHECKS FOR JUNE 19, 2018 IN THE AMOUNT OF \$2,319,191.10**
- 3. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2018 IN THE AMOUNT OF \$53,308.58**
- 4. CLARITY HEALTH CARE ADMIN FEE MAY 2018 IN THE AMOUNT OF \$1,080.00**

C. MAY 2018 TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated the Township received the payment from ACM in the amount of \$173,131.00. He said this payment amount would increase each year as long as ACM continues to invest into the property. Attorney Winters said ACM has agreed to give the Township estimates each year of what they expect their capital investment to be for the future year. He said the Township should receive the estimate by July 6, 2018. He said it is beneficial for the Township to be able to budget from the payments from ACM. He said these payments should continue until 2031.

Attorney Winters stated the Township continues to work with the project Re-Imagine Washtenaw, trying to get the sidewalks installed along Washtenaw Avenue.

Attorney Winters stated they have had a meeting with AFSCME and it went very well. He said the next meeting was scheduled for June 28, 2018.

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Attorney Winters stated he asked the Board for authorization to allow him to continue with negotiations for the remaining six lots in Liberty Square. He said the Township has ownership of 145 lots plus the park.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Authorize Legal Counsel to Negotiate the Purchase of the Remaining Six Lots in Liberty Square.

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #10

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #10 (see attached)

The motion carried unanimously.

2. REQUEST TO APPROVE AGREEMENT WITH CARLISLE WORTMAN ASSOCIATES FOR SERVICES TO UPDATE THE TOWNSHIP MASTER PLAN AND ZONING ORDINANCE REWRITE FOR YEARS 2018-2020 IN THE AMOUNT OF \$171,500.00 WITH \$60,000.00 BUDGETED IN LINE ITEM #101-371-000-801-003 AND REMAINING TO BE BUDGETED IN YEARS 2019 AND 2020

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Agreement with Carlisle Wortman Associates for Services to Update the Township Master Plan and Zoning Ordinance rewrite for years 2018-2020 in the Amount of \$171,500.00 with \$60,000.00 Budgeted in line item #101-371-000-801-003 and Remaining to be Budgeted in Years 2019 and 2020 (see attached)

The motion carried unanimously.

3. REQUEST OF HABITAT FOR HUMANITY FOR FUNDS FOR THE RENOVATION OF 1571 RUSSELL BLVD. AND 138 N. FORD BLVD. IN THE AMOUNT OF \$60,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request of Habitat for Humanity for Funds for the Renovation of 1571 Russell Blvd. and 138 N. Ford Blvd. in the Amount of \$60,000.00 Budgeted In Line Item #101-950-000-969-010

Mr. Rob Nissly, Habitat for Humanity thanked the Board for their continued support of Habitat for Humanity. He said they finished what he believes to be their last house in the Gault Village neighborhood because the prices for homes in that area have increased and are not affordable for Habitat. He said that was a great thing to happen for the community.

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Trustee Wilson thanked Mr. Nissly for the work he does in our community with Habitat for Humanity.

Mr. Nissly stated they plan on renovating and selling 19-20 homes and about 100 plus home improvements for families in the Township of Ypsilanti next year. He said that last year they increased their focus on roof replacements and weatherization, along with the furnace replacement program. Mr. Nissly stated that next year they would focus on helping Veteran families in our community.

The motion carried unanimously.

4. REQUEST APPROVAL OF THE MUNICIPAL AGREEMENT FORM FOR THE REGIONAL WASTE AUTHORITY FORMATION COMMITTEE

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Approve the Municipal Agreement Form for the Regional Waste Authority Formation Committee (see attached).

The motion carried unanimously.

5. REQUEST TO APPOINT SUPERVISOR BRENDA STUMBO AS DELEGATE AND TRUSTEE STAN ELDRIDGE AS ALTERNATE TO THE REGIONAL WASTE AUTHORITY FORMATION COMMITTEE

A motion was made by Treasurer Doe, supported by Trustee Wilson to Appoint Supervisor Brenda Stumbo as Delegate and Trustee Stan Eldridge as Alternate to the Regional Waste Authority Formation Committee

The motion carried unanimously.

6. RESOLUTION 2018-13, ABANDONED TAX DELINQUENT PROPERTY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2018-13, Abandoned Tax Delinquent Property (see attached)

The motion carried unanimously.

7. RESOLUTION 2018-14, PURCHASE TAX FORECLOSED PROPERTIES LOCATED AT 835 LAMAY, 792 N. FORD BLVD. AND 1601 FOLEY AVE. IN THE AMOUNT OF \$67,447.00 BUDGETED IN LINE ITEM 101-950-000-969-011 ALL FROM THE 2018 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL AND AUTHORIZE THAT HAND CHECKS BE MADE AVAILABLE AND TAKEN TO THE COUNTY BEFORE THE JULY 1, 2018 DEADLINE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2018-14, Purchase Tax Foreclosed Property Located at 835

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Lamay, 792 N. Ford Blvd. and 1601 Foley Ave. in the Amount of \$67,447.00 Budgeted in Line Item 101-950-000-969-011 all From the 2018 Washtenaw County Treasurer List of Tax Foreclosed Properties under the Right of First Refusal and Authorize that Hand Checks be Made Available and Taken to the County Before the July 1, 2018 Deadline (see attached)

The motion carried unanimously.

- 8. RESOLUTION 2018-16, PURCHASE OF COMMERCIAL TAX FORECLOSED PROPERTY LOCATED AT 2500 LAKEVIEW AVE. IN THE AMOUNT OF \$3,848.00 BUDGETED IN LINE ITEM #101-950-000-969-011 FROM THE 2018 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTY UNDER THE RIGHT OF FIRST REFUSAL AND AUTHORIZE THAT HAND CHECKS BE MADE AVAILABLE AND TAKEN TO THE COUNTY BEFORE THE JULY 1, 2018 DEADLINE**

A motion was made by Treasurer Doe, supported by Trustee Wilson, to Approve Resolution 2018-16, Purchase of Commercial Tax Foreclosed Property Located at 2500 Lakeview Ave. in the amount of \$3,848.00 Budgeted in line item #101-950-000-969-011 from the 2018 Washtenaw County Treasurer list of Tax Foreclosed Property Under the Right of First Refusal and Authorize that a Hand Check be Made Available and Taken to the County Before the July 1, 2018 Deadline (see attached).

The motion carried unanimously.

- 9. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO ENTER INTO NEGOTIATIONS TO SELL VACANT TOWNSHIP OWNED PROPERTY LOCATED AT 1687 EMERSON PARCEL ID# K-11-14-482-002**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request of Brian McCleery, Assistant Assessor to Enter into Negotiations to Sell Vacant Township Owned Property Located at 1687 Emerson Parcel ID# K-11-14-482-002

The motion carried unanimously.

- 10. REQUEST TO APPROVE SCOPE OF WORK AND MASTER AGREEMENT WITH TECHNICAL ENVIRONMENTAL SERVICES FOR CONTAMINATED SOIL REMEDIATION AT THE CIVIC CENTER PARKING LOT IN A NOT TO EXCEED AMOUNT OF \$12,000.00 AND APPROVE OSCAR LARSON AS A THIRD PARTY TRANSPORT AND COMPLETE PAPERWORK AFTER THE ATTORNEY HAS REVIEWED AND APPROVED, BUDGETED IN LINE ITEM #101-265-000-931-020**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Scope of Work and Master Agreement with Technical Environmental Services for Contaminated Soil Remediation at the Civic Center Parking Lot in a

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Not to Exceed Amount of \$12,000.00 and Approve Oscar Larson as a Third Party Transport and Complete Paperwork after the Attorney has Reviewed and Approved, Budgeted In Line Item #101-265-000-931-020 (see attached)

The motion carried unanimously.

11. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO EXTEND THE AFSCME BARGAINING UNIT CONTRACTS WITH THE TOWNSHIP AND 14-B COURT UNTIL AUGUST 31, 2018 AND FOR ANY FUTURE EXTENSIONS SHOULD THEY BE NEEDED

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Karen Wallin, Human Resources for Approval to Extend the AFSCME Bargaining Unit Contracts with the Township and 14-B Court until August 31, 2018 and For Any Future Extensions Should They Be Needed)

The motion carried unanimously.

12. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER FOR APPROVAL OF A CONTRACT RENEWAL WITH WASHTENAW COMMUNITY COLLEGE TO UTILIZE SPACE AT THE COMMUNITY CENTER FOR ESL AND GED CLASSES FOR THE 2018-2019 SCHOOL YEAR

A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve Request of Angela Verges, Recreation Services Manager for Approval of a Contract Renewal with Washtenaw Community College to Utilize Space at the Community Center for ESL and GED Classes for the 2018-2019 School Year

The motion carried unanimously.

13. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF THE REVISED AUTOMATIC MUTUAL AID AGREEMENT WITH THE CITY OF YPSILANTI AND SUPERIOR TOWNSHIP

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request of Eric Copeland, Fire Chief for Approval of the Revised Automatic Mutual Aid Agreement with the City of Ypsilanti and Superior Township (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 601 DONS DR. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action If

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Necessary to Abate Public Nuisance for Property Located at 601 Dons Dr. In The Amount of \$10,000.00 Budgeted In Line Item #101-950-000-801-023

The motion carried unanimously.

15. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE REMOVAL AND INSTALLATION OF FOUR (4) SPEED HUMPS ON PARKWOOD AVE. IN THE AMOUNT OF \$23,130.00 BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Agreement with the Washtenaw County Road Commission for the Removal and Installation of Four (4) Speed Humps on Parkwood Ave. in the Amount of \$23,130.00 Budgeted in Line Item #101-446-000-818-022 (see attached)

The motion carried unanimously.

16. REQUEST TO INCREASE ELECTION WORKERS HOURLY RATES TO \$13.00 PER HOUR FOR INSPECTORS, \$14.00 PER HOUR FOR CO-CHAIRPERSONS AND \$17.00 PER HOUR FOR CHAIRPERSONS BEGINNING WITH THE AUGUST 7, 2018 PRIMARY

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Approve to Increase Election Workers Hourly Rates to \$13.00 Per Hour for Inspectors, \$14.00 Per Hour for Co-Chairpersons and \$17.00 Per Hour for Chairpersons Beginning with the August 7, 2018 Primary

Supervisor Stumbo would like to discuss this further. She said she does not believe that higher wages would attract more workers. Supervisor Stumbo said working the election was Community Service and felt that residents used to do this because they wanted to be involved in their community. She said \$17.00 an hour is a big increase for a chairperson.

Trustee Eldridge stated he was not opposed to the increase because the municipality he works in pays more for their election workers than Ypsilanti Township. He said when he went to vote at the last election he was the only resident and there were six workers. He said that having fewer workers at smaller precincts might keep cost down.

Clerk Lovejoy Roe stated there were four stations and a chairperson for each precinct. She said she usually has six workers per location but sometimes seven for the two biggest precincts. She said usually two to four people will call in before the election and she would have to replace them. Clerk Lovejoy Roe stated legally she was required to have five people at each precinct. She said she has reached out to schools and other organizations looking for workers but has not had much success although for this election she has four new workers from the National Honors Society at Lincoln High School.

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Trustee Ross-Williams stated she would agree with the new pay scale as long as there were no additional increases for the next three or four years. She said she saw that smaller communities such as Pittsfield Township pays \$17.00 and Manchester pays \$20.00 so she thinks this new pay scale was fair.

Clerk Lovejoy Roe stated the Chairperson has a lot of responsibility and if the Board does not want to approve the increase for workers and co-chairs she would still want them to approve the increase for Chairpersons.

Supervisor Stumbo stated she agreed the Chairperson had a lot of responsibility.

Clerk Lovejoy Roe stated she would like six election workers for this election because the ballot is different than it was in previous primaries. She said the Democrats, Republicans, and Libertarians are on the same ballot and the voter must vote the same party for all open seats. She said it could be quite confusing and wanted the extra worker to explain the ballot to voters so we would have less spoiled ballots.

Supervisor Stumbo asked about paying for training. Clerk Lovejoy Roe stated she pays them the same rate as if they were working at the poll.

Supervisor Stumbo stated Trustee Ross-Williams suggested the Chairperson would change to \$17.00 and \$13.00 for Co-Chair and the election workers would stay at \$12.00.

Clerk Lovejoy Roe stated she would like to make it clear she would prefer the original request that the election inspectors would get the raises that was in the motion but if she does not have the four votes, she would take the compromise.

Trustee Ross-Williams made a Friendly Amendment to change the rate of pay for a Chairperson to \$17.00; Co-Chairs to \$13.00 and election inspector would not change from \$12.00.

An Amendment to the Motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Approve the Increase to Hourly Rates to \$14.00 Per Hour for Co-Chairs, and \$17.00 Per Hour for Chairpersons Beginning with the August 7, 2018 Primary.

The motion carried unanimously.

**17. REQUEST APPROVAL OF NON-DISCLOSURE AGREEMENT WITH DTE
ENERGY FOR USE OF DTE POLES**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Request Approval for Non-Disclosure Agreement with DTE Energy for Use of DTE Poles.

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Clerk Lovejoy Roe stated that in order to get our cameras on the poles used by DTE they are requiring a user agreement with the Township. She said we never had to do this before but we need to get the cameras on those poles.

Attorney Winters stated he has reviewed this but does not know what DTE was trying to achieve. He said that in this agreement DTE is requiring the Township to disclose to DTE any information that would be captured on the cameras. Mr. Winters said it was unclear what DTE was trying to achieve with this agreement.

Trustee Eldridge stated he was not comfortable moving forward if our Attorney was not in agreement at this time. He said he would come in for a special meeting to get more information before he would approve this request.

A motion was made by Trustee Wilson, supported by Eldridge to table this request.

Eldridge:	Yes	Ross-Williams:	Yes	Lovejoy Roe:	No
Stumbo:	Yes	Doe:	Yes	Wilson:	Yes

The motion carried.

18. REQUEST TO FORMALLY ACCEPT THE PAYMENT FROM DTE ENERGY IN THE AMOUNT OF \$174,331.86 FOR A UNDERPAYMENT OF ELECTRICITY PURCHASED FROM FORD LAKE DAM FOR YEARS 1993-2017 INCLUSIVE

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to Approve the Request to Formally Accept the Payment From DTE Energy in the Amount of \$174,331.86 for a underpayment of Electricity Purchased from Ford Lake Dam for Years 1993-2017 Inclusive.

Treasurer Doe is still concerned with why the Township was not paid interest over the past 20 years.

Attorney Winters explained the bond that we had with DTE and the \$800,000.00 they owed us. He said when DTE investigated this bond they discovered they had miscalculated what they owed the Township for about twenty years and this is the refund from that miscalculation. He said as far as the interest, DTE said that the statute of limitation had run out and therefore, they did not need to pay interest on the earlier years. Attorney Winters' view was the statute of limitation could not expire since no one knew it happened. He said the reason he was recommending the Township move forward with this would be that filing a complaint could go on for years and end up costing the Township more money to fight it.

The motion carried unanimously.

19. RESOLUTION 2018-17, WAGES FOR NON-UNION AND CONFIDENTIAL EMPLOYEES

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A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2018-17, Wages for Non-Union and Confidential Employees (see attached)

Supervisor Stumbo said she would like to see what other communities do regarding their Deputy Clerk position because our Deputy Clerk works the elections and comes to every board meeting without receiving any compensation. Trustee Eldridge agreed he would like to look into this in the near future. Supervisor Stumbo said there was a question about the full time elected officials wage resolution and she said it would be brought back to the board.

The motion carried unanimously.

20. REQUEST TO APPOINT TREASURER LARRY DOE AND TRUSTEES STAN ELDRIDGE AND JIMMIE WILSON, JR TO THE LIQUOR COMMITTEE WITH TERM EXPIRING NOVEMBER 20, 2020

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Request to Appoint Treasurer Larry Doe and Trustees Stan Eldridge and Jimmie Wilson, Jr. to the Liquor Committee with Terms Expiring November 20, 2020

The motion carried unanimously.

21. REQUEST TO APPROVE CONTRACT WITH SME FOR WATER TESTING AND REPORT ON SKYLIGHTS AT THE TOWNSHIP CIVIC CENTER IN THE AMOUNT OF \$5,100.00 BUDGETED IN LINE ITEM #101-956-000-801-000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to Approve Contract with SME for Water Testing and Report on Skylights at the Township Civic Center in the Amount of \$5,100.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO WAIVE THE FINANCIAL POLICY AND PURCHASE A 2018 FORD EXPEDITION KL (SSV) MAX 3L 4X4 WITH MIDEAL PRICING CONTRACT #07B1300005 IN THE AMOUNT OF \$41,754.00 BUDGETED IN LINE ITEM #206-970-000-979-000

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request of Eric Copeland, Fire Chief to Waive the Financial Policy and Purchase a 2018 Ford Expedition KL (SSV) Max 3L 4x4 With Mideal Pricing Contract #07B1300005 in the Amount of \$41,754.00 Budgeted in Line Item #206-970-000-979-000

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The motion carried unanimously.

- 2. REQUEST OF ERIC COPELAND, FIRE CHIEF TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE PROPOSAL FROM IMAGETREND FOR A CLOUD BASED INCIDENT REPORTING SOFTWARE PACKAGE AS PART OF A REGIONAL PARTNERSHIP OF EIGHT AREA FIRE DEPARTMENTS IN THE AMOUNT OF \$21,606.10 BUDGETED IN LINE ITEM #206-970-000-980-001**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request of Eric Copeland, Fire Chief to Waive the Financial Policy and Accept the Proposal from Imagetrend for a Cloud Based Incident Reporting Software Package as Part of a Regional Partnership of Eight Area Fire Departments in the Amount of \$21,606.10 Budgeted in Line Item 206-970-000-980-001.

The motion carried unanimously.

- 3. REQUEST TO AWARD LOW BID FOR PLAY STRUCTURE IMPROVEMENTS AT FORD LAKE PARK, NORTH BAY PARK AND LOONFEATHER POINT PARK TO PLAY ENVIRONMENTS IN THE AMOUNT OF \$294,883.26 WITH A CONTINGENCY AMOUNT OF \$25,000.00 FOR A TOTAL AMOUNT OF \$319,883.26 BUDGETED IN LINE ITEM 212-970-000-975-795**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Request to Award Low Bid for Play Structure Improvements at Ford Lake Park, North Bay Park and Loonfeather Point Park to Play Environments in the Amount of \$294,883.26 with a Contingency Amount of \$25,000.00 for a Total Amount of \$319,883.26 Budgeted in Line Item 212-970-000-975-795

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Adjourn.

The meeting was adjourned at 8:22 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 NO. 2018-15

Creation of Streetlight Special Assessment District #211 Creekside West-2

WHEREAS, on or about January 19, 2018, the Township Clerk received a request from the Creekside West Homeowners Association, asking the Township Board for additional LED street lighting at the intersections of Tuttlehill Rd. and Ringneck Dr. and Tuttlehill Rd. and Indigo Lane for the Creekside West Subdivision, consisting of 197 parcels, in Ypsilanti Township and for the creation of special assessment district #211 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on February 12, 2018 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install one (1) street light at the intersection of Tuttlehill Rd. and Ringneck Dr. and one (1) streetlight at the intersection of Tuttlehill Rd. and Indigo Lane for the Creekside West Subdivision, Ypsilanti Township, consisting of 197 parcels, which said plans included, *inter alia*, the installation of two (2) **“135w LED Autobahn LED Fixtures with gray housing mounted on a 17’ 6” steel support arm attached to one existing wood pole and one new pole”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$7,095.65
Total Lamp Charge For Three (3) Years:	\$1,001.10
Contribution (Cost minus 3 years revenue):	\$6,094.55
Total Annual Lamp Charges:	\$333.70

WHEREAS, on April 6, 2018 the Township Clerk received notification from the Township Assessor that the cost of providing street lights for the Creekside West Subdivision, Ypsilanti Township, consisting of 197 parcels, which said plans included, *inter alia*, the installation of two (2) **“135w LED Autobahn LED Fixtures with gray housing mounted on a 17’ 6” steel support arm attached to one existing wood pole and one new pole”** will be **\$4.78** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.69** per parcel for street lighting, based on general benefit; and

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the June 19, 2018 public hearing, setting forth the district affected in said request, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on June 19, 2018, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against amending said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti determines that the request filed by the Creekside West Homeowner’s Association of the Creekside West Subdivision, consisting of 197 parcels, on or about January

19, 2018, is sufficient for all purposes set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

BE IT FURTHER RESOLVED, that a special assessment district #211 be created for the purpose of providing two streetlights for the Creekside West Subdivision, consisting of 197 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for the Creekside West Subdivision, consisting of 197 parcels, which said plans included, *inter alia*, the installation of two (2) **“135w LED Autobahn LED Fixtures with gray housing mounted on a 17’ 6” steel support arm attached to one existing wood pole and one new pole”** will be **\$4.78** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.69** per parcel for street lighting, based on general benefit.

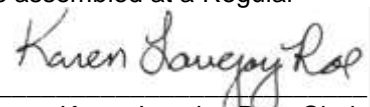
BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

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. 2018-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 19, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #10 Revised**

June 19, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u><u>\$160,960.00</u></u>
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Request to increase budget for soil remediation by Corrigan Oil in the back parking lot at the Civic Center. This request is not to exceed \$12,000 for this project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$12,000.00
		Net Revenues	<u><u>\$12,000.00</u></u>
Expenditures:	Non Reoccurring R&M Civic Center	101-265-000-931.020	\$12,000.00
		Net Expenditures	<u><u>\$12,000.00</u></u>

Budget for Special May Election recently scheduled. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Reimbursement for Elections	101-000-000-686.000	\$37,865.00
		Net Revenues	<u><u>\$37,865.00</u></u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$26,595.00
	REG OVERTIME	101-215-000-709.000	\$4,228.00
	OFFICE SUPPLIES - ELECTIONS	101-215-000-740-010	\$5,832.00
	TRAVEL - ELECTIONS	101-215-000-860.010	\$110.00
	EQUIPMENT RENTAL/LEASING	101-215-000-941.000	\$1,100.00
		Net Expenditures	<u><u>\$37,865.00</u></u>

Request to increase budget for Ordinance updates. We have had more Ordinances approved than this year than anticipated. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,000.00
		Net Revenues	<u><u>\$5,000.00</u></u>
Expenditures:	Ordinance & Zoning Code Books	101-215-000-740.001	\$5,000.00
		Net Expenditures	<u><u>\$5,000.00</u></u>

Request to increase budget for DTE to install 2 streetlights on Tuttlehill at Indigo and Ringneck. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,095.00
		Net Revenues	<u><u>\$6,095.00</u></u>
Expenditures:	Street Light Construction	101-956-000-926.050	\$6,095.00
		Net Expenditures	<u><u>\$6,095.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #10 Revised**

June 19, 2018

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase budget to transfer funds to the BSR II Fund for a partial funding of Play Structure Improvements at Ford Lake Park, North Bay Park, and Loonfeather Park. The total play structure improvement project will total \$319,884 with \$100,000 coming from the General Fund #101, \$50,000 coming from an escrow account for park improvements in Bonds and Escrow Fund #707, and \$169,884 from the BSR II Fund #212. This request for \$100,000 from the General Fund will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$100,000.00
		Net Revenues	\$100,000.00
Expenditures:	Transfer to BSR II Fund 212	101-999-000-969.212	\$100,000.00
		Net Expenditures	\$100,000.00

206 - FIRE FUND

Total Increase \$45,227.00

Request to increase budget to retrofit HQ parking lot lights with LED lights. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$5,190.00
		Net Revenues	\$5,190.00
Expenditures:	Capital Outlay - Fire Station	206-970-000-976.005	\$5,190.00
		Net Expenditures	\$5,190.00

Request to increase budget for Incident reporting software package from ImageTrend. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$21,607.00
		Net Revenues	\$21,607.00
Expenditures:	Computer/Comm/Furnishing	206-970-000-980.001	\$21,607.00
		Net Expenditures	\$21,607.00

Request to budget the approved October 3, 2017 heating and air conditioning units at HQ to 2018. The work was completed in 2018 by AI Walters Heating and Cooling. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$13,795.00
		Net Revenues	\$13,795.00
Expenditures:	Capital Outlay - Improvements	206-970-000-971.008	\$13,795.00
		Net Expenditures	\$13,795.00

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #10 Revised**

June 19, 2018

206 - FIRE FUND - CONTINUED

Request to budget for the purchase of furnishings for the training room at HQ. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$4,635.00
		Net Revenues	\$4,635.00
Expenditures:	Computer/Comm/Furnishing	206-970-000-980.001	\$4,635.00
		Net Expenditures	\$4,635.00

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Total Increase \$319,884.00

Request to increase budget for Play Structure Improvements at Ford Lake Park, North Bay Park, and Loonfeather Park. The total play structure improvement project will be \$319,884 with \$100,000 coming from the General Fund #101, \$50,000 coming from an escrow account for park improvements in Bonds and Escrow Fund #707, and \$169,884 from the BSRII Fund #212. This project will be funded by a transfer of \$100,000 from the General Fund and \$50,000 from the Bonds and Escrow Fund. The remaining \$169,884 will be funded by an Appropriation of Prior Year Fund Balance

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$169,884.00
	Transfer IN from General Fund	212-000-000-697.000	\$100,000.00
	Transfer IN from Bonds & Escrow	212-000-000-697.707	\$50,000.00
		Net Revenues	\$319,884.00
Expenditures:	Park Improvements	212-970-000-975.795	\$319,884.00
		Net Expenditures	\$319,884.00

236 - 14B DISTRICT COURT FUND

Total Increase \$14,700.00

Request to increase budget line for Hobbs & Black Associates an architectural engineer to provide plans for Security in the Court Building, which was approved and budgeted at the April 4, 2017 Board meeting. This project is continuing into 2018 and is not to exceed \$14,700, the amount available at year end in 2017. The available budget amount was not brought automatically forward into 2018. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$14,700.00
		Net Revenues	\$14,700.00
Expenditures:	Capital Outlay - Security	236-136-000-974.025	\$14,700.00
		Net Expenditures	\$14,700.00

Motion to Amend the 2018 Budget (#10 Revised):

Move to increase the General Fund budget by \$160,960 to \$10,066,733 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$45,227 to \$5,629,094 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$319,884 to \$2,128,555 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$14,700 to \$1,999,630 and approve the department line item changes as outlined.



Carlisle | Wortman
ASSOCIATES, INC.

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

June 8, 2018

Brenda Stumbo
Township Supervisor
Ypsilanti Township
Tilden R. Stumbo Civic Center
7200 South Huron River Drive
Ypsilanti, Michigan 48197

RE: Updated Proposal of Services for Master Plan Update and Zoning Ordinance Rewrite

Dear Ms. Stumbo:

Carlisle/Wortman Associates is pleased to submit a proposal of services to update the Master Plan and rewrite the Zoning Ordinance. Our previous work with the Township and planning experience makes us well-qualified to assist you.

We are enclosing a work plan, timeline, and fees for your review. The proposal that follows is structured to briefly introduce our approach and project team. We look forward to discussing this in more detail.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

CARLISLE/WORTMAN ASSOC., INC.
Richard K. Carlisle, PCP, AICP
President

CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

CARLISLE | WORTMAN ASSOC., INC
Megan A. Masson-Minock, AICP
Planner

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Principal*
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*
Laura K. Kreps, *Associate* Paul Montagno, *Associate*

Charter Township of Ypsilanti Master Plan and Zoning Ordinance Community Engagement, Work Plan, Timeline, and Budget

Ypsilanti Township is at crossroads. Now emerging from the Great Recession, Township leadership has the opportunity to leave a legacy of diversity, increased quality of life, a vibrant economy and a sustainable land use pattern for the 21st century. However, a new Master Plan and rewritten Zoning Ordinance are necessary to cement these values into policy and procedures beyond election cycles. The following proposal outlines how Carlisle | Wortman Associates (CWA) would over the course of two years would assist the Township in creating a new Master Plan and subsequent Zoning Ordinance rewrite.

The foundation of the process below is thoughtful community engagement with careful analysis of data, trends, patterns and market conditions. Our proposed process includes the development of specific, implementable actions to guide the future growth of the Township while preserving the most important aspects.

In addition, we advise that the project includes a civil engineering firm to assist with infrastructure analysis. CWA professionals will work with the engineering firm that the Township selects.

Staff

The following staff would be assigned to this project:

Planning/Zoning – Carlisle | Wortman Associates

Richard Carlisle, President	Advisor
Benjamin Carlisle, Principal	Principal in Charge
Megan Masson-Minock, Planner	Project Manager
Chris Nordstrom, Landscape Architect	Graphic Creation
Tyler Lasser	Planner & GIS Technician
Paul Ranalli	Graphic Design

Survey and Demographics - Cobalt Community Research

William SaintAmour, CEO	Project Manager
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Civil Engineering-to be determined by the Township

Community Engagement

We strongly believe in the importance and power of community engagement. In order to gain input from the widest range of community stakeholders, we propose combining traditional community engagement techniques such as workshops and forums, with technology like a project website.

The following community engagement tasks are proposed throughout the process:

Community Engagement Training

We will contract with Michigan Association of Planning for a Community Engagement Training Workshop for the Township Board, Planning Commission and Township staff who will contribute time to the Master Plan and Zoning Ordinance process. More details on this recommendation are included in the work plan.

Steering Committee

The purpose of the Steering Committee is to guide the process and build consensus around a comprehensive strategy for the Township. Specifically, the Steering Committee will:

- Review analysis and existing conditions.
- Assist in gathering community input.
- Work with the Planning Team to develop the vision(s), review draft text, graphics, and maps of the plan, and assist in the development of an implementation strategy.
- Once the final plan is drafted, make a recommendation to the Planning Commission for consideration.
- Serve as ongoing champions of the plan during the planning process and plan implementation.

Project Website

We will create and administer a joint project website for the Master Plan and Zoning Ordinance will be used throughout the process. It would serve as a one-stop place for information. It could include:

- Link to survey(s)
- Online engagement tools
- FAQ page
- Drafts of all documents
- Contact Information
- Project calendar/schedule

- FTP portion where we can share documents with the Township, Park Commission, Planning Commission, Steering Committee, etc.

Survey and Demographics

CWA will partner with Cobalt Community Research to create, distribute, and analyze a statistically significant survey and to provide detailed Township demographics. Cobalt has assisted the Township before most recently for the survey creation for the Township Recreation Plan.

Interview Day

At the start of the process, CWA staff will come to Ypsilanti Township for a day of interviews with key officials and community members. During the Community Engagement training, Township leaders would identify potential interviewees.

Group Reviews of Master Plan Goals and Objectives

CWA staff will lead up to 15 different groups through an exercise to weigh in on the existing 2014 Master Plan Goals and Objectives. The groups will include neighborhood watch groups and any other groups identified by Township leadership during the Community Engagement Training or by the Steering Committee. This process will assist the team in identifying issues that will be addressed as part of the comprehensive rewrite of the Master Plan.

Youth Forum on Master Plan Goals and Objectives

CWA staff will repeat the exercise used with specific groups previously to gather input specifically from youth on the 2014 Master Plan Goals and Objectives.

Assets & Challenges Workshop

CWA staff will lead Ypsilanti Township in a 4-day interactive workshop, where the community will be asked what to preserve, create and change in Ypsilanti Township. The workshop will include public education about placemaking and redevelopment principles. Consultants with stakeholders and the public will also go on walking or bus tours of up to 5 areas. The heart of the workshop will be an open studio, where visitors can browse work product, attend meetings, chat one on one, or participate in a survey. At the end, our team will share in a community forum guiding principles for the Master Plan based on what we heard from the community and a potential framework for Ypsilanti Township.

Plan Design Charrette

After analysis of the Assets & Challenges Workshop is complete, CWA staff will lead Ypsilanti Township in a 4-day charrette to create in a collaborative manner the big and small ideas

needed for an effective master plan. We will ask for feedback on land use, sub-area plans, placemaking scenarios, green infrastructure designs, farmland preservation, sustainability steps, redevelopment opportunities in key commercial corridors, revitalization options for blighted areas and related zoning options.

Community Meeting on Implementation & Zoning

As the plan is being drafted, public input on the methods, timing and funding of specific steps to implement the plan help to crystalize next steps. CWA staff will lead a community meeting on implementation and zoning options within two months of the Plan Design charrette.

Group Review of Draft Plan

During the period of adjacent municipality review mandated by the Michigan Planning Enabling Act, CWA staff will return to the 15 groups, as well as the youth, who weighed in on the goals and objectives at the start of the process and ask them to review the draft as well.

Community Meeting on Draft Plan

In preparation for the public hearing, CWA staff will present and ask for feedback on the draft plan at a community meeting.

Master Plan Public Hearing

CWA staff will present the results from the reviews by the adjacent communities, groups in the Township and the community meeting as part of the public hearing for master plan, required by state law.

Property Owner Zoning Notification and Consultation

Property owners whose zoning will be changed will be notified by mail of the possible change and offered the opportunity for a one-on-one consultation with either CWA or Township staff to discuss the proposed changes. Those consultations would be either at Township Hall during regular business hours or just before regular Planning Commission meetings for up to two months.

Zoning Ordinance Public Hearing

CWA staff will give an overview of the proposed changes to the Zoning Ordinance in the public hearing, required by state law.

Work Plan

Our work plan has 5 phases: Kick Off, Assets & Challenges, Plan Design, Master Plan Development & Adoption, and Zoning Ordinance Development & Adoption. The phases occur one after another, with the community engagement happening throughout, as the foundation to create collaboration and consensus for a realistic master plan and implementable zoning ordinance. The phases are described below.

Phase 1 – Kick Off

CWA staff will work with Township staff, elected and appointed officials to lay the strategic ground work for the process to update the Master Plan and Zoning Ordinance. This phase has the following tasks:

Task 1: Plan to Plan

CWA will facilitate a joint meeting of the Planning Commission and Township Board, using a “Plan to Plan” process. A technical evaluation of current Master Plan for Ypsilanti Township will be conducted and presented at the meeting. The “Plan to Plan” process helps leadership to target issues that need to be addressed in a meaningful manner during the Master Plan process. For instance, as part of the discussion, the Township leadership would be asked to identify up to three sub-areas in the Township that need additional analysis and planning during the Master Plan process.

Task 2: Community Engagement Training

We recommend Ypsilanti Township contract with Michigan Association of Planning for a Community Engagement Training Workshop for the Township Board, Planning Commission and Township staff who will contribute time to the Master Plan and Zoning Ordinance process. Megan Masson-Minock is a qualified instructor for that workshop. A workbook and hands-on exercise is part of the training, which would be used develop a community engagement plan for the Master Plan/Zoning Ordinance process.

Task 3: Establishment of Master Plan Steering Committee

A Master Plan Steering Committee should be established in the phase, with a commitment to work throughout the process. The team should consist of the Township Planning and Zoning Coordinator, a CWA staff member, and at least one member from the Township Board, the Planning Commission, as well as three to five community members representing the diversity of the Township. The team should have its first meeting to cement a meeting schedule and work plan. CWA staff will meet with the Steering Committee monthly during the Master Plan process.

Task 4: Project Website Launch

A project website would be designed and launched during the kick off phase. The website would be a one-stop place for information on the Master Plan and Zoning Ordinance projects. It would include: links to any surveys, on-line engagement tools, a FAQ page, drafts of all documents, contact information, project calendar and a FTP portion where documents can be shared with committees or commissions.

Task 5: Survey

A statistically significant survey will be created, distributed, and analyzed. The survey will be distributed with various means.

Phase 1 Time Frame: Months 1-4

Phase 1 Deliverables: Plan to Plan Results, Community Engagement Plan, Project Website launched

Phase 2 - Assets and Challenges

CWA staff will work with Township staff, the Planning Commission and community members to discover the assets and challenges for Ypsilanti Township. This phase has the following tasks:

Task 1: Community Profile/Demographics

The consultant team will update the Community Profile for the Master Plan using the latest available data from the U.S. Census, as well as from the Asset Limited, Income Constrained, Employed (ALICE) Report from the Michigan Association of United Ways. The ALICE data supplements U.S. Census data, giving greater insight into the housing and transportation reality of a community.

Task 2: Review/Analysis of Existing Plans

CWA staff will review plans of surrounding municipalities, Washtenaw County plans and studies and other Township-generated documents such as the recently adopted economic development strategy and the ongoing Placemaking plan for E. Michigan Avenue and Ecorse Road. The information and findings from these documents will form the master plan as well as communications with the public.

Task 3: Inventory of Land Uses

We propose a two-tiered approach to mapping the current land uses. First, with Township staff, CWA will develop an existing land use rubric based on the 2014 Master Plan categories.

The rubric will allow for comparison to 2014 land uses in a tabular format. Second, the consultant team will categorize the existing land use using a place-based rubric. The place-based rubric will identify urban, suburban and rural areas and the neighborhoods, corridors, nodes, center and special districts within them. For the urban areas, we will conduct building type inventories, laying the groundwork for an option of form-based zoning. All categories in both rubrics will have a narrative summary.

Task 4: Market Analysis Update

CWA staff will update the market analyses performed for the Township for the economic development strategy. The analysis will provide suggestions for what is realistic in terms of Master Plan and Zoning Ordinance changes.

Task 5: Green Infrastructure/Agricultural Land Inventory

CWA staff will map undisturbed natural areas, agriculturally used land, soils, underutilized land, surface waters, parks and parkland, public and private spaces. CWA will then provide an analysis about how current policy protects, enhances or harms natural features and agricultural lands, as well as where opportunities exist for development with minimal environmental impact. The Planning Commission would be asked to look at alternatives in zoning as part of this step.

Task 6: Goals and Objectives

CWA staff will attend regular meetings of community groups to gather input on the Master Plan goals and objectives (see Community Engagement section for more information). Melding community input and the results of the data gathering in this phase, our consultant team, in consultation with Township staff and officials, will develop goals and objectives to be discussed, refined and endorsed by the community during the Assets and Challenges Workshop.

Task 7: Sub-Area Assets and Challenges

During this phase, additional work for each category above would be done for the sub-areas identified in the Plan to Plan discussion, such as demographic analysis by block group, market analysis and mapping.

Task 8: Community Engagement Activities including Assets and Challenges Workshop

The Assets and Challenges phase will include the following Community Engagement activities, described in detail previously: interview day, group reviews of Master Plan Goals and Objectives, Youth Summit on Master Plan Goals and Objectives, and the Assets and Challenges Workshop.

Phase 2 Time Frame: Months 3-6

Phase 2 Deliverables: Community Profile, Existing Land Use Map and Table, Build-Out Analysis, Green Infrastructure/Agricultural Land Inventory, Sub-Area Analysis, Goals and Objectives, Draft Future Land Use

Phase 3 – Plan Design

CWA staff will collaborate with Township staff and officials as well as community members to design the land use and Township framework to make Ypsilanti Township’s vision a reality. This phase includes the following tasks:

Task 1: Community Engagement Activities

In the Plan Design phase, the majority of our team’s work will occur at the following Community Engagement activities: Plan Design Charrette, community meeting on implementation.

Task 2: Future Land Use

Leading up to and during the Plan Design Charrette, CWA’s GIS professionals will craft future land use alternatives. With the community at the Plan Design Charrette, the Future Land Use element of the plan will be developed in an iterative fashion, taking into account the market analysis, public input and demographic projections. The mix of land uses represented in each scenario will reflect the appropriate mix/scale for each of the placemaking centers, nodes, and corridors. As a final framework is defined, the team will consider proposed networks between transportation, housing, and employment centers, weave in the redevelopment schemes, as well as focus on protecting existing community character and natural resources.

Task 3: Sub-Area Plans

For sub-areas, CWA staff will develop visualizations of possible alternatives for these areas in preparation for the Plan Design Charrette. During the charrette, these alternatives would be narrowed to a consensus agreement for inclusion in the Master Plan. An example of a subarea plan is the Ecorse Road and E. Michigan Avenue Placemaking Plan that is currently in process.

Task 4: Build-Out Analysis

CWA professionals will run a build-out analysis based on future land use approach arrived at during the Plan Design Charrette. The analysis will include the potential population,

number of housing units, tax base, and potential impacts on public services, the environment and transportation system.

Task 5: Infrastructure Analysis

CWA professionals will work with the Engineering firm of the Township's choice to conduct analysis of existing and future infrastructure needs. The analysis will identify infrastructure deficiencies or needs that would limit and hinder future development and provide for capitals cost to be incorporated into a Capital Improvement Plan.

Task 6: Implementation

After the Plan Design Charrette, the consultant team will develop an implementation matrix with tasks, priorities and assignments for Township departments, elected and appointed officials as well as other groups in the Township. CWA will then facilitate a Township-wide meeting on implementation to clarify priorities and bring the community into the implementation of the master plan. The Planning Commission will contribute to any suggestions on zoning changes.

Phase 3 Time Frame: Months 6-8

Phase 3 Deliverables: Goals and Objectives, Future Land Use, Sub-area plans (up to 3), Build-Out Analysis, Implementation Matrix

Phase 4 – Master Plan Development & Adoption

In this phase, our team will document consensus created by the process through a master plan document. The following tasks will be done in this phase:

Task 1: Initial Draft

Our team will prepare a highly graphic, concise and user-friendly master plan along with a concise "snapshot" poster of the master plan. The draft will be reviewed by Township staff, the Planning Commission, the Township Board, adjacent municipalities per state law and the community in Community Engagement activities for this phase.

Task 2: Final Draft

Based on input on the initial draft, our team will revised the master plan accordingly. CWA staff will present the final draft plan to the Planning Commission for recommendation and to the Township Board for approval.

Task 3: Community Engagement Activities

This phase will include the following Community Engagement activities: group review of draft plan, community meeting on draft plan, and the public hearing.

Phase 4 Time Frame: Months 9-13

Phase 4 Deliverables: Electronic version of draft master plan, 24"x36" presentation board with snapshot poster of draft master plan, 3 bound copies of final master plan, one 24"x36" presentation future land use map, 24"x36" snapshot poster of final master plan, and mutually agreed upon format on CD suitable for copying and posting entire document as well as individual graphs, maps, charts, text, maps, and graphics incorporated in the final plans, digital spatial data as ESRI Shapefile with any necessary or useful metadata.

Phase 5 – Zoning Ordinance Development & Adoption

In the last phase, our team will implement the master plan through a rewrite of the Township's zoning ordinance. The following tasks will be done in this phase:

Task 1: Planning Commission Updates During Master Plan Phases

CWA staff will meeting with the Planning Commission at least every other month during the master plan phases. The Planning Commission will be asked to provide guidance on how alternatives or final recommendations of the Master Plan can be implemented.

Task 2: Work Plan Design

CWA and Township staff will determine a work plan for the zoning ordinance with up to six work sessions with the Planning Commission and two work sessions with the Township Board.

Task 3: Planning Commission and Township Board Work Sessions

CWA staff will lead Planning Commission through proposed changes in the Zoning Ordinance in a series of work sessions. A work session will be scheduled with the Township Board to keep them updated on decisions during the process.

Task 4: Zoning Ordinance Audit

Working off the existing Audit completed in 2017 by CWA, we will identify all necessary changes to the ordinance, outside of those that are directly related to the Master Plan.

Task 5: Initial Draft

A complete draft of the zoning ordinance will be reviewed by the Planning Commission and Township Board in work sessions.

Task 6: Property Owner Notification and Consultation

Property owners whose zoning will be changed will be notified by mail of the possible change and offered the opportunity for a one on one consultation with either CWA or Township staff to discuss the proposed changes (see Community Engagement section).

Task 7: Final Draft & Adoption

Based on input on the initial draft, the zoning ordinance will be revised accordingly. CWA staff will present the final draft plan to the Planning Commission for recommendation and to the Township Commission for approval.

Task 8: Community Engagement Activities

This phase will include the following Community Engagement activities: property owner notification and consultation, and the public hearing.

Phase 5 Time Frame: Months 13-22

Phase 5 Deliverables: Electronic version of draft zoning ordinance, electronic version of draft zoning map, three (3) bound copies of the final Zoning Ordinance, and mutually agreed upon format on CD suitable for copying and posting entire document as well as individual graphs, maps, charts, text, maps, and graphics incorporated in the final zoning ordinance, digital spatial data as ESRI Shapefile with any necessary or useful metadata.

Time Frame

	2018												2019												2020				
	J	J	A	S	O	N	D	J	F	M	A	M	J	J	J	A	S	O	N	D	J	F	M						
Phase 1: Kick Off	S	SC	PC																										
Plan to Plan																													
Community Engagement Training																													
Project Website Creation																													
Survey Creation, Distribution, and Analysis			S, SC	SC	SC	SC	SC	SC																					
Phase 2: Assets and Challenges			SC	SC	PC																								
Background (Tasks 1-5 & 7)																													
Group Meetings																													
Youth Forum																													
Assets & Challenges Workshop																													
Phase 3: Plan Design																													
Plan Design Charrette																													
Analyses (Tasks 4-5)																													
Implementation Meeting																													
Phase 4: Master Plan Development & Adoption																													
Initial Draft Review																													
Community Review																													
Final Review & Adoption																													
Phase 5: Zoning Ordinance Development & Adoption																													
Work Plan Design																													
Audit																													
Initial Draft																													
Property Owner Consultation																													
Final Draft and Adoption																													

S: Staff Meeting; SC: Steering Committee Meeting; PC: Planning Commission; C: Community Event; TB: Township Board; PH: Public Hearing

Budget

	<i>Total Hours</i>	<i>Total Budget*</i>
Phase1: Kick Off	167	\$19,250
Phase 2: Assets and Challenges	429	\$40,750
Phase 3: Plan Design	452	\$45,320
Phase 4: Master Plan Development & Adoption	252	\$25,610
Phase 5: Zoning Ordinance Development & Adoption	390	\$40,570
TOTAL	1,690	\$171,500

*Please note that the total hours and budget includes various staff with different hourly rates, thus the average hours per phase are not the same.

Calendar Year	Cost
2018	\$60,000
2019	\$99,500
2020	\$12,000
Total	\$ 171,500

INFRASTRUCTURE ANALYSIS

Please note that the attached budget does not include the infrastructure analysis. The infrastructure analysis can be completed under a separate scope once an engineering firm is chosen by the township. On behalf of Township, CWA will manage the work and scope of the chosen company.

EXPENSES RATE

GIS Mapping Software \$25 / Hour
 Supplies, Prints, Mailing cost + 20%
 Mileage 54 cents

MEETINGS: We propose 2 township staff meetings, 11 Steering Committee meetings, 10 meetings with the Planning Commission, 5 meetings with the Township Board and 2 public hearings. Additional meetings will be billed at hourly rates.

PRINTING: The Carlisle/Wortman Associates, Inc. proposal includes the cost of three (3) bound copies of the final Master Plan and Zoning Ordinance. All draft copies will be directly billed to the Township as an additional expense.

SIGNATURES

IN WITNESS WHEREOF, The Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

Lisa L. Stanfield

TOWNSHIP

Brenda Stumbo

Brenda Stumbo
Supervisor
Charter Township of Ypsilanti

June 20, 2018

Lisa R. Stanfield

Karen Lovejoy Roe

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

June 20, 2018

CONSULTANT

Sonya Shreshi

R. K. Carlisle

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

Sonya Shreshi

Benjamin R. Carlisle

Benjamin R. Carlisle, AICP
Principal
Carlisle/Wortman Associates, Inc.

6/27/18

Regional Waste Authority Formation Committee

ROLES AND EXPECTATIONS

MUNICIPAL AGREEMENT FORM

Overview and Purpose:

In 2017, a stakeholder engagement process was initiated in Washtenaw County to assess the feasibility of a regionalized approach to waste services in Washtenaw County, with a particular focus on regional recycling, but with a longer-term vision of regionalized waste system. In May 2018, the Regional Authority Study was completed, and includes a list of recommendations pursuant to the goals and concerns of the group of participating stakeholders. The Regional Waste Authority Formation Committee will pursue the recommendations of the final study.

Currently, several municipalities in Washtenaw County are currently experiencing a variety of challenges summarized in a Regional Study that included municipal and institutional entity input. This form is intended to express agreement in working toward formation of the Eastern Washtenaw Solid Waste Authority, as identified in that study, and to designate a spokesperson and point of contact for each participating agency.

Municipal Expectations for Participation:

1. Attend all Authority Formation Committee meetings with a goal of completing the following tasks by September, 2018; and
2. Seek proper municipal and/or legal approval, or required appointment, to serve on the Authority Formation Committee; and
3. Collaborate with other participants and your agency legal counsel (and other advisory staff) to develop a governance structure; and
4. Identify which Tiers of participation are of interest to the signer's agency, for the purpose of County-generated cost modeling for each tier; and
5. Upon completion of mutually agreeable governance documents, seek elected body approval of governance documents.

No financial commitments or binding participation in an Authority is required for participation in this Committee.

County Roles and Contributions

- A. Fund and provide staff or consultant support for Committee work, estimated at 3-5 meetings through September; and
- B. Fund and provide administrative and facilitation support as needed, along with other expertise including initial contract language recommendations and other legal expertise for similar Authorities; and
- C. Reserve meeting space; and
- D. Provide cost modeling for each Tier based on the interest level of participants. Identify potential financing avenues; and
- E. Other assistance as needed to address Authority formation

I, the undersigned agree to work in good faith with the County and other stakeholders to represent my community or employer while working toward a mutually agreeable Authority governance agreement and scope of duties for said Authority.

Brenda L. Stumbo / Kelly J. Pap

Signature

June 20, 2018

Date

Brenda L. Stumbo / Karen Lovejoy Roe

Print Name

Chester Township of Ypsilanti

Representing

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2018-13

Abandoned Tax Delinquent Property

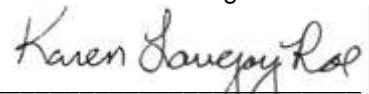
Whereas, the Charter Township of Ypsilanti Board of Trustees has determined that parcels of abandoned tax delinquent property exist; and

Whereas, abandoned tax delinquent property contributes to crime, blight, and decay with Ypsilanti Township; and

Whereas, the certification of tax delinquent abandoned property as certified abandoned property will result in the accelerated forfeiture and foreclosure of certified abandoned property under the general property tax act and return abandoned property to productive use more rapidly, therefore reducing crime, blight, and decay within Ypsilanti Township.

Now Therefore, Be It Resolved, that the Charter Township of Ypsilanti Board of Trustees hereby notifies residents and owners of property within Ypsilanti Township that abandoned tax delinquent property will be identified and inspected; and may be certified abandoned property subject to accelerated forfeiture and foreclosure under the general property tax act.

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. 2018-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 19, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2018-14

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

WHEREAS, on or about **March 31, 2018** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The “**List of Tax Foreclosed Properties**” for **2018** last revised on **May 30, 2018** (See Exhibit 1) was received by Ypsilanti Township Clerk **Karen Lovejoy Roe** from Washtenaw County Treasurer McClary which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

1. **835 Lamay**
Parcel No.: **K-11-02-306-015**
Minimum Bid: **\$29,198.00**
Legal Description:
YP#76-240 Lot 240 Lay Garden Subdivision

2. **792 N. Ford Blvd.**
Parcel No.: **K-11-02-328-002**
Minimum Bid: **\$18,275.00**
Legal Description:
YP#58-271 Lot 271 East Park Subdivision

3. **1601 Foley**
Parcel No.: **K-11-14-281-017**
Minimum Bid: **\$19,974.00**
Legal Description:
YP#148-1 Lot 1 Willow Heights

WHEREAS, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled

“City of Bay City vs Bay County Treasurer” held that under the GPTA that “. . . ***the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff’s council.***

Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant’s part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality’s professed ‘public’ purpose” a

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

WHEREAS, from 2007 through 2017 Ypsilanti Township has seen over 3,000 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township’s population is only fifteen (15%) of the County’s total population; and

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

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

WHEREAS, the Charter Township of Ypsilanti in an effort to stabilize the Township’s existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating residential properties located in the Township for homeowner occupancy

which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

WHEREAS, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation and resale to homeowners which further promotes the Township's Board stated policy of neighborhood stabilization; and

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

WHEREAS, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for all of the above listed properties total **\$67,447.00**;

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

1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled

“City of Bay City vs Bay County Treasurer” to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **“Public Purpose”** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed properties under the Township’s **“First Right of Refusal”** for the minimum bid of each property which totals **\$67,477.00**.

3. That the Township authorizes the payment of **\$67,477.00** for the purpose of acquiring the above listed properties pursuant to the Township’s **“First Right of Refusal”** for the **“Public Purpose”** as defined herein.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 19, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2018-16

Authorizing the Charter Township of Ypsilanti to Exercise its “First Right of Refusal” and to Purchase from Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit Under the Authority of the General Property Tax Act the Real Property Located at 2500 Lakeview Avenue, Ypsilanti Township, Michigan

WHEREAS, on or about **March 31, 2018** Washtenaw County Treasurer Catherine McClary, acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes. The “**List of Tax Foreclosed Properties**” for 2018, last revised on **May 30, 2018** (see Exhibit 1), was received by Ypsilanti Township Clerk Karen Lovejoy Roe from Washtenaw County Treasurer McClary which contained *inter alia* the following Ypsilanti Township property which set forth the amount of unpaid delinquent taxes and is described as follows:

2500 Lakeview

Parcel No: K-11-24-242-023

Minimum Bid: \$3,848.00

Legal Description:

YP# 69A-21A: Lot 21, EXC W 4 ft, also N ½ of Vacated Alley Huron Hearthsides Sub;

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

to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality's professed 'public' purpose" a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

WHEREAS, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the commercial zoned property located at 2500 Lakeview, constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to continue to provide essential public services to its residents and to promote and protect the public health, safety and welfare of the Township that the Township continues in its ongoing efforts to rebuild and redevelop the Township's commercial tax base which was significantly impacted during the years 2008 - 2017; and specifically this subject property given its strategic location along the Willow Run Expressway Bypass corridor which is one of the major gateways into the Township and is near the American Center for Mobility; and

WHEREAS, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for the property located at 2500 Lakeview Avenue is **\$3,848.00**;

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

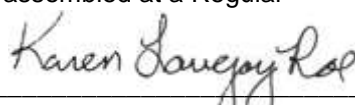
1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** to purchase the commercial zoned property located at 2500 Lakeview constitutes a **"Public Purpose"** since it is imperative that in order for the Township to continue to provide essential public services to its residents and to promote and protect the public health, safety and welfare of the Township that

the Township continues in its ongoing efforts to rebuild and redevelop the Township's commercial tax base.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase 2500 Lakeview under the Township's "**First Right of Refusal**" for a minimum bid which per the Washtenaw County Treasurer's Office is **\$3,848.00**;

3. That the Township authorizes the payment of **\$3,848.00** for the purpose of acquiring 2500 Lakeview pursuant to the Township's "**First Right of Refusal**" for the "**Public Purpose**" as defined herein.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 19, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into 6/13/2018 by and between Technical Environmental Services, Inc. with the address of 775 N. Second Street, Brighton, Michigan 48116 and Charter Township of Ypsilanti, with an address of, 7200 S. Huron River Dr. (hereinafter referred to as "Client") (hereinafter collectively referred to as the parties".) **RE Contaminated Soil Remediation.**

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 the Technical Environmental Services, Inc. on behalf of the 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 as Exhibit A ("Proposal"). Each Proposal shall constitute a separate and individual undertaking and shall define an individual project. All Services authorized by Proposals referencing this Agreement 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 acknowledgement of or acquiescence to any such terms, conditions and provisions of any nature whatsoever, by Technical Environmental Services, Inc. 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 the Technical Environmental Services, Inc. of costs in Proposals are made on the basis of Technical Environmental Services, Inc.'s judgment as an experienced and qualified contractor. However, Client acknowledges and agrees that Technical Environmental Services, Inc. cannot and does not guarantee that total costs will not vary from opinions of probable cost prepared by Technical Environmental Services, Inc. Subject to the exceptions stated herein, if during the course of performing Services outlined in an approved Proposal, Technical Environmental Services, Inc. reasonably determines that either the scope of the Services, the cost of Services, or the cost of goods and component parts have increased beyond what is commercially reasonable under the circumstances, or have changed due to unknown or undisclosed conditions, Technical Environmental Services, Inc. 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, Technical Environmental Services, Inc. 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. **Billing and Payment.** Unless provided for in a separate financing agreement, or under Special Terms in the Proposal, Client will be invoiced monthly for work performed during such month pursuant to approved Proposals. Client is responsible for payment of Technical Environmental Services, Inc.'s invoices within thirty (30) days of the invoice date. Client further agrees to pay a time price differential on all amounts invoiced and not paid or objected to for valid cause with the thirty (30) day period at the rate of one and one half percent (1.5%) of the outstanding balance compounded monthly until paid in full. In addition, Client shall be liable to Technical Environmental Services, Inc. for all costs incurred by Technical Environmental Services, Inc. in efforts to collect overdue payments from Client, including actual attorney fees and court costs.
5. **Security Interest and Construction Liens.** Until Technical Environmental Services, Inc. is paid in full for all of the Services rendered pursuant to this Agreement, Client grants to Technical Environmental Services, Inc. a purchase money security interest in all equipment, merchandise, or fixtures sold, delivered or installed pursuant to this Agreement or any Proposal under this agreement. Client agrees to execute all documents necessary to perfect said security interest. In advance of the commencement of the Services, Client agrees to prepare, record and provide to Technical Environmental Services, Inc. a notice of commencement, as that term is defined in the Michigan Construction Lien Act, CL 579.1101 *et seq.* for the project site. If a claim of construction lien is filed by Technical Environmental Services, Inc., Client understands and authorizes Technical Environmental Services, Inc. to add a time-price differential of 18% on the Services to the lien amount.
6. **Limitation on Scope of Service.** Client agrees that unless expressly provided for in an approved Proposal, Technical Environmental Services, Inc. has had no role generating, treating, storing, transporting, disposing or arranging for disposal of hazardous or toxic substances, pollutants, waste or contaminants (hereinafter "Waste Materials") as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, being 42 USC 9601, *et seq.*, and/or Parts 111, 201, 211 and 213 of the Natural Resources and Environmental Protect Act, being MCL 34.11101, *et seq.* MCL 324.20101 *et seq.*, and MCL 324.21301 *et seq.*, which may be present at the project site and Technical Environmental Services, Inc. has not benefited from the processes that produced such Waste Materials. Client agrees that unless expressly provided for in a Proposal pursuant to this Agreement or any Proposal under this Agreement and that Technical Environmental Services, Inc. has not arranged for or contracted for such selection. Any Waste Materials encountered by or associated with Services provided by Technical Environmental Services, Inc. on the project site shall at no time be or become the property of Technical Environmental Services, Inc. In addition, Client expressly agrees that Technical Environmental Services, Inc. is not an "operator", as defined by CERCLA and/or Parts 201, 211 and 213 of NREPA, of the project site or facility where Technical Environmental Services, Inc. is performing the Services. Client agrees that Technical Environmental Services, Inc. is a Response Activity Contractor and that this Agreement and any Proposals pursuant to this Agreement are Response Activity Contracts as these terms are defined by MCL 324.20128(5)(a).
7. **Site Access and Control.** Client grants a right of entry to the project site to Technical Environmental Services, Inc., its employees, agents and subcontractors to perform the Services. If Client does not own the project site, Client warrants and represents to Technical Environmental Services, Inc. that Client has the authority and permission of the owner and occupant of the project site to grant this

TECHNICAL ENVIRONMENTAL SERVICES, INC.

right of entry. If, as a requirement of performing the Services, Technical Environmental Services, Inc. or its subcontractors damage or alter 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.

8. Indemnification. Client shall indemnify and hold harmless and defend Technical Environmental Services, Inc. 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 environmental 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 Technical Environmental Services, Inc.; (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.

Where goods or equipment are manufactured on behalf of Client or at the direction of Technical Environmental Services, Inc. in accordance with Client's designs, blueprints, drawings, samples or specifications. Client shall indemnify, hold harmless and defend the Technical Environmental Services, Inc. and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney fees, which any or all of them may incur, be responsible for, or pay out as a result of or arising out of claims of patent, trademark, or service mark infringement resulting from the manufacture, use or sale of such goods or equipment.

9. Liability for Conduct of Subcontractors. Technical Environmental Services, Inc. shall hold harmless and defend the Client, its shareholders, directors, officers, employees and agents from and against any and all losses, resulting from bodily injury, property damage or environmental damage caused by pollution conditions, as defined by Technical Environmental Services, Inc.'s Pollution Liability Insurance Policy, arising from operations as listed on the "Operations Addendum" of such policy, performed by subcontractors of Technical Environmental Services, Inc. or their respective employees, agents servants and representatives.

10. Limitation of Liability. Technical Environmental Services, Inc. shall not be responsible for any special, incidental, indirect or consequential damages for any 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 Technical Environmental Services, Inc.'s nonperformance of the Services. Any claim of any nature whatsoever shall be deemed waived unless made by Client in writing and received by Technical Environmental Services, Inc. within one year after completion of the Services with respect to which the claim is made.

11. Risk of Loss. Technical Environmental Services, Inc. shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by Technical Environmental Services, Inc. Delivery dates are subject to availability of equipment or merchandise at the time specified for delivery. Technical Environmental Services, Inc. shall have no liability of any nature whatsoever for delays caused by unavailability of equipment or merchandise caused by strikes, fire, riots, acts of god, or any other event of any nature whatsoever that is beyond the reasonable control of Technical Environmental Services, Inc.

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 OR 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, drinking wells, junk fill, rock, rock-like strata, old foundations, frost, 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. If such conditions are encountered during performance of the Services, Client agrees to bear the cost of additional excavation, disposal, and appropriate fill material on a time and materials basis. Client agrees to waive any claim against Technical Environmental Services, Inc. and to defend, indemnify and hold Technical Environmental Services, Inc. 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 Technical Environmental Services, Inc. or its subcontractors that were not correctly identified by "Miss Dig" and/or Client within the property lines of the project site.

14. Weather Conditions. Client acknowledges that weather conditions may affect both the cost and completion date of the Services, and Client agrees to bear any costs incurred by Technical Environmental Services, Inc. caused by any such delay on a time and materials basis. Client further acknowledges that new concrete may be adversely impacted by cold weather, and there are not warranties whatsoever, express or implied, regarding concrete that is laid during cold or winter weather.

15. Underground Storage Tank Removals and Installations. Client agrees that all underground storage tanks to be removed shall be emptied by Client unless provided for in an approved Proposal; otherwise, residual liquid, sludge and inert materials will be placed in storage containers by Technical Environmental Services, Inc. or its subcontractors and left on the project site for Client's disposal Client agrees to bear the cost of such removal and storage containers on a time and materials basis.

16. Soil Removal and Disposal. All disposal cost estimates and invoices for contaminated soil removal and disposal shall be based on "loose", trucked yardage not "tight" in-lace yardage and determined by landfill manifests. Client agree that it will bear the cost of any characterization testing required for landfill approval.

17. 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

TECHNICAL ENVIRONMENTAL SERVICES, INC.

"facility", as those terms are defined in parts 201, 211 and 213 of NREPA, there will be additional costs for sampling, excavation and soil disposal. Unless otherwise specified in a Proposal signed by the Client, the Client agrees to bear such increased costs on a cost plus 15% basis.

18. Environmental Consultant. If there has been a "release" 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, the Client may retain a consulting firm qualified pursuant to MCL 324.215-42; otherwise, the Client agrees to bear the cost plus 15% of the Services of such an environmental consultant retained as a subcontractor of Technical Environmental Services, Inc.

19. Regulatory Reporting. The Client acknowledges and agrees that 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 an approve Proposal, Technical Environmental Services, Inc. shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement.

20. Termination. If Client fails to make payments to Technical Environmental Services, Inc. for the Services, Technical Environmental Services, Inc. may, upon fourteen days written notice to Client, suspend performance of Services under this Agreement. In the event of suspension of Services, Technical Environmental Services, Inc. shall have no liability to Client for delays and/or damages incurred by Client because of such suspension of Services.

21. Legal Proceedings. Client shall be responsible for and pay Technical Environmental Services, Inc. at its prevailing rates for all time spent by Technical Environmental Services, Inc. employees in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to the Service provided under this Agreement.

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

23. Assignment. This Agreement shall not be assigned or transferred by Client or Technical Environmental Services, Inc. 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 Technical Environmental Services, Inc. shall be entitled to payment for Services performed and costs advanced prior to such termination.

24. 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 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 ant right, power or remedy provided in this Agreement shall not be deemed to be a waiver of such rights, power or remedy.

25. 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.

26. 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.

Technical Environmental Services, Inc.

By: Jacques Pignard
Its: _____
Date: 6/13/2018

Client
By: _____
Its: _____
Date: _____

Technical Environmental Services, Inc.

WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing college programs to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said college programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

The College agrees:

- To provide all instructional personnel and direct administrative services necessary for conducting quality educational programs.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the college courses by providing appropriate publicity through local media.
- To schedule college courses at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of course dates and times must be arranged through the Center's Director prior to the start of each new class session.
- To make adequate prior arrangements and communications for course time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
 - o Smoking, the use of any alcoholic beverage and/or drug, other than those expressly prescribed by a physician for medical purposes, is prohibited.
 - o The use of open flames, such as lighted candles, are strictly prohibited.
 - o Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.
 - o A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the

directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.

- o Property of the Community Center shall not be removed from the facility at any time.
- o Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- o Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- o Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- o The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- o The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- o The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- o The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To provide a suitable classroom at the Center (Room 103), Monday-Friday, and (Room 301) on Tuesday & Wednesday evenings starting in the fall 2018 semester per the mutually agreed upon calendar.
- To allow persons to register for the college courses in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where College classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the College programs.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for College classes in a timely manner.
- To provide security and safety arrangements for college faculty and students similar to those provided to the employees and participants of the Center.
- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, College classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers use of the permanent space (Room 103) and the use of (Room 301) on Tuesday & Wednesday evenings for College classes; orientation, entry assessment, advising, counseling sessions, and staff professional development. Courses will generally be conducted between 9:00am-8:00pm, Monday-Friday based upon the mutually agreed calendar.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The School and the College agree to be bound by the provisions of this operating agreement for the period July 1, 2018 through June 30, 2019 for the total sum of \$16,000.00 derived from the 2018-19 Adult Transitions/Washtenaw Intermediate School District (WISD) Section 107 Grant Budget. The total sum will be paid in two equal installments of \$8000 by October 22, 2018 and January 31, 2019 and will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Manager
_____ College Area/Office Adult Basic Education FOAPAL:

William L. Johnson
WCC Vice President & Chief Financial Officer

Date

Brenda L. Stumbo/Karen Lovejoy Roe

Township Supervisor/Designee
Charter Township of Ypsilanti

June 20, 2018

Date

Brenda L. Stumbo/Karen Lovejoy Roe
Supervisor Clerk

Automatic Mutual Aid Agreement

THIS AGREEMENT is made on this 20th day of June, 2018 by and between the City of Ypsilanti (hereinafter "City"), Charter Township of Ypsilanti (hereinafter "Township") and Superior Charter Township (hereinafter "Superior").

WHEREAS, the parties of this Agreement may, pursuant to the provision of PA 1987, Ex. Sess., No. 8, being MCL 124.531, et seq., enter into an Agreement whereby they may provide each other with fire assistance; and

WHEREAS, due to the staffing levels that each party currently has, the parties desire automatic response assistance from each other to increase initial staffing on structure fire scenes and facilitate better response times and increased safety of firefighters and our citizens; and

WHEREAS, the parties are willing to provide each other with assistance on a predetermined basis, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose

The purpose of an Automatic Mutual Aid Agreement is to establish a predetermined arrangement between two or more agencies to support and assist each other in times of emergency related to fire suppression assistance and to decrease response times to a Box Alarm and/or mutual aid request and to improve fire scene safety with increased manpower.

2. Fire Assistance

The Fire Chief(s), Public Safety Director(s) of the aforementioned departments, or their designees, hereby agree that they will assist each other on an Automatic Mutual Aid basis, in accordance with the response protocol listed below.

3. Policy

Automatic aid requests shall be provided in accordance to the following provisions:

Superior shall respond automatically with a Ladder Truck (2-FFs) and/or Engine (1-FF).

Superior will respond to entire Ypsilanti Township.

Superior will respond to entire City of Ypsilanti.

Township shall respond automatically with two Engines: E14-1 (2-FFs) & E14-3 (2-FFs).

Township will respond to entire Superior.

Township will respond to the entire City of Ypsilanti.

City shall respond automatically with a Tower Truck (2 to 4-FFs) and/or Engine (2-FFs).

City will respond to Superior sections 13 thru 36. (Clark Rd north including Ford Rd)

City will respond to Township sections 1 thru 24 (Clark Rd to Textile Rd)

4. Definitions

A. *“Commanding Officer”* shall mean the senior or highest ranking officer available and/or his/her designee, who has responsibility for directing the department at the time of an emergency.

B. *“Requesting Agency”* shall mean the jurisdiction in which an emergency exists and that requests aid pursuant to this agreement.

C. *“Responding Agency”* shall mean the agency that sends personnel and/or equipment to a requesting agency pursuant to this agreement.

5. Equipment and Personnel Expenses

A. Unless covered by another agreement, no party to this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered hereunder, the mutual advantages and protections afforded by this Agreement is to be considered adequate compensation to all of the parties.

5. **Equipment and Personnel Expenses (continued)**

- B. All usage and disability payments, pension, worker's compensation claims, damage to equipment and clothing, and medical expenses to be paid by the governmental entity regularly employing the firefighter who may be involved in providing fire assistance in accordance with this Agreement. Any and all furlough payments and charges to be made for equipment, supplies and materials used or expended while rendering assistance pursuant to this Agreement shall be paid by the governmental entity regularly employing the fire personnel who may be involved in providing fire assistance in accordance with this Agreement.

6. **Liability and Indemnification**

- A. The requesting agency shall indemnify, hold harmless and defend the responding agency from all claims (except for those defined in section C below), demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the act or omissions of personnel of the responding agency which are specifically directed or ordered by the requesting agency's commanding officer or his/her designee.
- B. The responding agency shall indemnify, hold harmless and defend the requesting agency from all claims, demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the responding agency which are not specifically directed or ordered by the requesting agency's commanding officer or his/her designee.
- C. **Waiver of Compensation:** The responding and requesting agencies waive all claims for compensation from each other including wages, disability payments, retirement, furlough and payments or charges made for equipment, supplies and materials used or expended while rendering service under this Automatic Mutual Aid Agreement.
- D. **Waiver of Attorney Fee:** To the extent attorney fees are covered by an insurance carrier for either the responding and/or requesting agency, the parties hereto waive indemnification of attorney fees, except for applicable deductibles.

IN WITNESS WHEREOF, the parties have caused Agreement signatures on the ____ day of _____, 2018.

WITNESSED BY:

CITY OF YPSILANTI

Darwin McClary, City Manager

Francis McMullen, Clerk

WITNESSED BY:

CHARTER TOWNSHIP OF YPSILANTI

Frank Starfield

Brenda L. Stumbo

Brenda L. Stumbo, Supervisor *June 20, 2018*

Frank Starfield

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk *June 20, 2018*

WITNESSED BY:

SUPERIOR CHARTER TOWNSHIP

Kenneth Schwartz, Supervisor

Lynette Findlay, Clerk

APPROVE AS TO FORM:

John M. Barr, P-10475 for City

William Douglas Winters, P-28965 for Twp.

(designee forthcoming) for Superior

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

THIS AGREEMENT, made and entered into this 20th day of June, 2018 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to reinstall four (4) speed humps on Parkwood Avenue between Ecorse Road and Glenwood Avenue (the "Project"); and

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

WHEREAS, the Road Commission will include the Project into existing Contract for 2018 Traffic Calming Project;

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$23,310.00.

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

AGREEMENT SUMMARY

Estimated Cost

Removal and installation of four speed humps on Parkwood Avenue \$23,310.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor June 20, 2018

Lisa L Stanfield Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk June 20, 2018

Lisa L Stanfield Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Sheryl Soderholm Siddall, Managing Director

RESOLUTION NO. 2018-17

CHARTER TOWNSHIP OF YPSILANTI WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

WHEREAS in 2018, AFSCME, Teamsters and Administrative/Confidential employees did not receive a wage increase and remained at their 2017 salaries; and

WHEREAS in 2018, the Teamster and Firefighter contracts were negotiated and ratified with a 3% increase in wages; and

WHEREAS the AFSCME contract is currently being negotiated; and

NOW THEREFORE BE IT RESOLVED that the salaries for administrative and confidential employees be increased by 3% and are recommended to be as follows for 2018:

	2017 Total Salary	2018 Total Salary
Deputy Supervisor	\$ 57,464	\$59,188
Deputy Clerk	\$ 57,464	\$59,188
Deputy Treasurer	\$ 57,464	\$59,188
Human Resource Generalist II	\$ 56,497	\$58,192
Quality Assurance Specialist	\$ 51,511	\$53,056
Accounting Director	\$ 73,856	\$76,072
Assessor	\$ 40,000	\$45,000
Building Director	\$ 75,110	\$82,400
Recreation Services Manager	\$ 61,814	\$63,668
Hydro Operator	\$ 57,828	\$59,563
Fire Chief	\$ 81,708	\$84,159
Police Services Administrator	\$ 85,733	\$88,305
OCS Executive Administrator	\$ 61,814	\$63,668
Note 1 14B District Court Judge	\$ 45,724	\$45,724
Note 2 Magistrate/Court Administrator	\$ 75,963	\$78,242
Secretary/Court Recorder	\$ 51,490	\$53,035
Secretary/Court Recorder	\$ 51,490	\$53,035
Residential Services Director	\$ 87,431	
Golf Course Superintendent	\$ 77,467	\$79,791
Golf Operations Director	\$ 48,000	\$49,440
Golf Course Maintenance	\$ 30,546	\$31,462

Note 1 - Reimbursed half of salary by the State of Michigan.

Note 2 - Township Board agreed to increase Magistrate's salary for 2017 by \$5,000 to \$75,963.

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. 2018-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 19, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



43980 Plymouth Oaks Blvd.
 Plymouth, MI 48170
 Phone: (734) 454-9900

CONTRACT

CLIENT INFORMATION

Contact Mr. Tim Thompson
 Company Charter Twp of Ypsilanti
 Email Address tthompson@ytown.org
 Address 7200 S. Huron River Drive

 City Ypsilanti State MI Zip 48197
 Phone 734.787.4065 Fax _____

PROJECT INFORMATION

Project Ypsilanti Township Offices Water Testing
 City Ypsilanti Twp State MI
 SME Proposal No.: P01545.18b
 Client P.O. No.: _____
 Prepared by: Eric A. Murrell
 Date: May 11, 2018

SCOPE OF SERVICES

Conduct water testing of a select skylight segment identified in the attached pdf image.

- Review available construction documents (if any) and leak reports.
- Mobilize to test site and review test area with OHM Advisors staff.
- Test using AAMA 501.2 calibrated spray wand with supplemental booster pump.
- Systematically test skylight area. Testing stops once a leak is identified or the limits of test area is reached.
- Consult on site with OHM Advisors regarding causation.

Presumptions:

Work will be performed by a Senior Project Architect – Jessica Thiebout RA REWC FMPC
 An inside spotter will be provided by others (OHM Advisors).
 120v power and water provided free of charge and within 200 feet of the test area.
 No additional meetings are required.
~~No written reports are required.~~
 Fee does not include dismantling of the skylight or other exploratory openings.
 Access to roof is available from interior hatch.

Note: If both P01545.18a and P01545.18b are authorized, reduce each fee by \$1,100.00 (one mobilization).

FEES

- Lump sum \$ 3,600.00 - 5100
 Unit fees budget \$ _____
 Unit fees not to exceed \$ _____
 Time and material (unit fees plus expenses)

INVOICES

Invoices will be sent to our Client who signs our General Conditions.

REPORT COPIES

An electronic copy of our report will be sent to our Client who signs our General Conditions. An additional copy will be sent to:

Name Mr. Chris Ozog
 Company OHM Advisors, Inc.
 Email Address christopher.ozog@ohm-advisors.com

GENERAL CONDITIONS

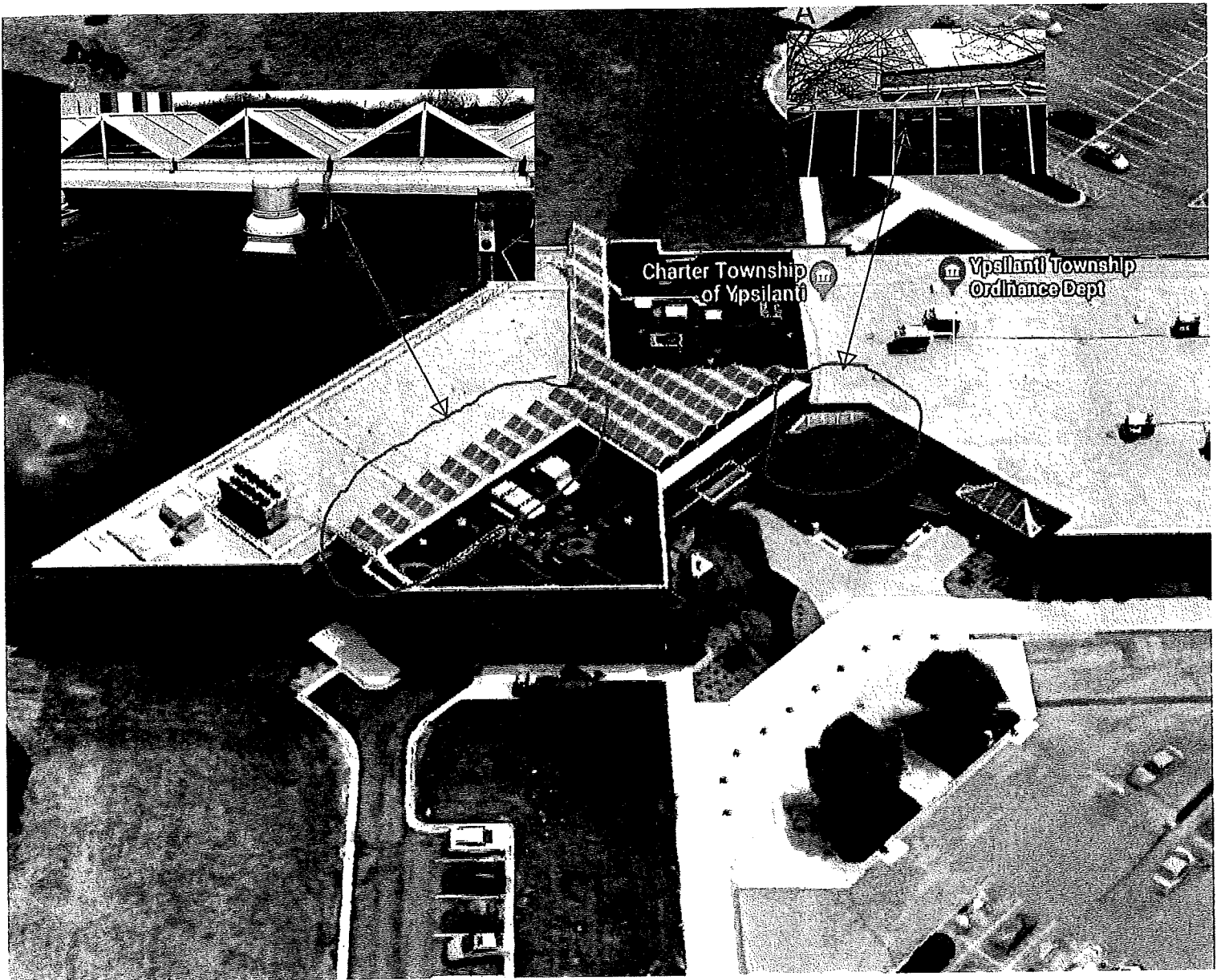
This contract consists of the services described above together with the attached General Conditions. This is the entire contract and supersedes all other terms except as noted. Please read the general conditions carefully. As written authorization, please sign and date at the bottom of the General Conditions, and return a copy of all pages.

SME

Signature

Eric A. Murrell RA CCS CSI
 Typed or printed name

May 14, 2018
 Date



Charter Township
of Ypsilanti

Ypsilanti Township
Ordinance Dept

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P01545.18b
Project Name: Ypsilanti Township Offices Water Testing
Project Location: Ypsilanti, Michigan

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: Brenda L. Stumbo / Karen Lovejoy Roc Date: June 20, 2018
Printed Name: Brenda L. Stumbo / Karen Lovejoy Roc
Title: Supervisor / Clerk
CLIENT (Company) Name: Charter Township of Ypsilanti
Address: 7200 S. Huron River Dr
Ypsilanti, MI 48197
Telephone No.: _____ Email: _____