

**CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES**

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

March 20, 2018

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

February 27, 2018

To: Planning Commission

From: Charlotte Wilson
Planning and Development Coordinator

Re: Planning Division (OCS) February 2018

Please be advised of the following activities related to the Planning Department for February 2018.

Plans in Process

Majestic Lakes – PD Stage II plans for the 392-unit Majestic Lakes were approved at the November 22, 2017 by the Township Board. Floor plans and elevations for the Ponds at Majestic Lakes and Majestic Lake Estates will come back to the Township Board for approval prior to issuance of building permits and construction for those phases (elevations/floor plans for Village at Majestic Lakes were approved).

Yankee Air Museum (YAM) – The Yankee Air Museum submitted PD Stage II plans for review on January 25th, 2018. Planning, engineering, and fire department reviews require plans to be revised and resubmitted for a second review.

American Center for Mobility (ACM): Phase 1A of this project has been given final site plan approval. Reviewing agencies have asked for the Amendment for Phase 1A Campus Buildout preliminary site plan to be revised before Planning Commission review. This center will act as a testing, research and certification center for the next generation of automated vehicles. The estimated investment into the community has been stated at over \$120 million.

Restaurant Depot – 1347 James L. Hart Parkway: The project was approved by Planning Commission on December 12, 2017. The project is underway with Detailed Engineering. This project is a 51,234 square foot wholesale distribution building on an 11.416 acre parcel. Over 100 Restaurant Depots operate in 28 states, selling groceries, supplies and equipment to the food service industry. The facility's primary customers are restaurants, delis, caterers, pizza shops and not-for-profit institutions.

Planning Projects:

Zoning Ordinance Updates – Carlisle Wortman Associates is drafting over forty amendments to improve the organization of the Zoning Ordinance, fix inconsistencies and to comply with state and federal law. Township Board approved the amendments at the second reading on February 20th, 2018.

Economic Development Strategy – The Washtenaw County Office of Economic and Community Development has given the Township a grant to update its economic development strategy.

- Small Business Forum at 5:30p this Wednesday February 28th here at the Civic Center.
- Ypsilanti Township Resident Forum on Tuesday, March 6th 6:00pm-9:00pm at the Ypsilanti District Library.
- East Michigan/Ecorse task force meetings have been going well and the two-day design workshop is coming up on Thursday, March 8 and Friday, March 9:

Thursday, March 8

10:00 a.m. – 3:00 p.m.

Open Studio – Calvary Baptist Church, Classroom #211

7:00 p.m. – 9:00 p.m.

Community Meeting – Ypsilanti Township Community Center (2025 E Clark Rd)

Friday, March 9

10:00 a.m. – Noon

Open Studio – Calvary Baptist Church, Classroom #211

3:00 p.m. – 4:00 p.m.

Task Force Meeting – Calvary Baptist Church, Classroom #211

If you should have any question or comments as it relates to this report, please contact us at 734-544-3651 or by email at cwilson@ytown.org.

14-B District Court

Revenue Report for February 2018

General Account

Account Number	
Due to Washtenaw County	
(101-000-000-214.222)	<u>\$5,726.78</u>
Due to State Treasurer	
Civil Filing Fee Fund (MCL 600.171):	\$12,306.00
State Court Fund (MCL 600.8371):	\$1,260.00
Justice System Fund (MCL 600.181):	\$21,659.00
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$10.00
Drivers License Clearance Fees (MCL 257.321a):	\$3,360.00
Crime Victims Rights Fund (MCL 780.905):	\$7,854.30
Judgment Fee (Dept. of Natural Resources):	\$0.00
E-File Fee (228.56):	\$3,605.00
Due to Secretary of State	
(101-000-000-206.136)	\$3,360.00
Total:	<u>\$53,414.30</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$64,435.20
Civil Fees (101-000-000-603.136):	\$12,094.00
Probation Fees (101-000-000-604.000):	\$14,664.93
Ordinance Fines (101-000-000-605.001):	\$44,461.00
Bond Forfeitures (101-000-000-605.003):	\$2,000.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$619.24)
Total:	<u>\$137,035.89</u>

Total to General Account - (101.000.000.004.136): **\$196,176.97**

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$5,809.96
Bonds:	\$14,946.00
Restitution:	\$4,857.16

Total to Escrow Account - (101.000.000.205.136): **\$25,613.12**

	Year to Date		
	Prior Year Comparison		
Month	Revenue	Revenue	
	2017	2018	
January	\$ 120,611.62	\$ 109,316.31	
February	\$ 155,669.56	\$ 137,035.89	
March	\$ 182,041.34		
April	\$ 148,443.25		
May	\$ 162,945.87		
June	\$ 139,612.07		
July	\$ 140,495.57		
August	\$ 161,593.12		
September	\$ 145,006.23		
October	\$ 149,269.12		
November	\$ 126,239.85		
December	\$ 111,592.86		
Grant:	\$ 117,000.00		
Standardization			
Payment:	\$ 45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$ 1,906,244.46	\$ 292,076.20	
Expenditure			
Budget:	\$ 1,486,200.32	\$ 1,680,537.00	
Difference:	\$ 420,044.14	\$ (1,388,460.80)	

14-B District Court

Monthly Disbursements

February 2018

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

February 2018 Disbursements:

Washtenaw County:	\$ 5,726.78
State of Michigan:	\$ 53,414.30
Ypsilanti Township Treasurer:	\$137,035.89

TOTAL: \$196,176.97

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

JANUARY 2018

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	1 Probationary Fire Fighter
	1 Clerk III/Staff Support	

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 451 requests for assistance. Of those requests, 296 were medical emergency service calls, with the remaining 155 incidents classified as non-medical and/or fire related.

Department activities for the month of January, 2018:

- 1) The Public Education Department participated in the following events:
 - a) Smoke Alarms: 1510 Gattegno (2) & 803 Nash (2)
 - b) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 6 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Extrication
 - b) Washtenaw County HazMat
 - c) HVA software

The Fire Marshal had these activities / events for the month of January, 2018:

- 1) Fire Investigations: 1
- 2) Plan Reviews: 5
- 3) Building Inspections: 6
- 4) Field Inspections: 9
- 5) Liquor Inspections: 3
- 6) Classes: 2
- 7) SMAFC meeting with Fire Chief
- 8) Judged Chili Cookoff at AGC

The Fire Chief attended these meetings / events for the month of January, 2018:

- 1) WAMAA
- 2) Addressing for Majestic Lakes
- 3) Set up new hire password system
- 4) HazMat Authority Board meeting
- 5) Liquor Inspections with Fire Marshal
- 6) Meeting with Firefighter Union re: millage
- 7) Meeting with Kent Brown / LB Office re: training room furnishings
- 8) SMAFC meeting with Fire Marshal
- 9) One Channel Dispatch meeting
- 10) Image Tran
- 11) On-Site meeting at Penske
- 12) On-Site meeting at Fairfield Inn
- 13) On-Site meeting at American Center for Mobility
- 14) On-Site meeting at Me Dental
- 15) Had carpet installation at HQ completed
- 16) Meeting re: electrical issues at HQ
- 17) Judged chili cookoff at AGC
- 18) Assisted Fire Marshal with 5 Plan Reviews, 6 Building Inspections, & 9 Field Inspections

There was 1 injury and 0 deaths reported this month for civilians.

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

This month the total fire loss, including vehicle fires, is estimated at **\$89,850.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 01/01/2018	276 Kansas	\$ 80,000.00 (building)
2) 01/02/2018	16 Ecorse	\$ 0.00 (Mutual Aid – Ypsilanti City)
3) 01/02/2018	550 Perry	\$ 0.00 (Mutual Aid – Ypsilanti City)
4) 01/05/2018	9711 Maplelawn	\$ 0.00 (Mutual Aid – Superior Township)
5) 01/12/2018	79 Ecorse	\$ 0.00 (Mutual Aid – Ypsilanti City)
6) 01/15/2018	3375 E Michigan #205	\$ 4,700.00 (building)
7) 01/15/2018	1955 Tyler	\$ 150.00 (dryer)
8) 01/20/2018	289 S Harris	\$ 5,000.00 (building)
9) 01/22/2018	8380 Geddes	\$ 0.00 (Mutual Aid – Superior Township)
10) 01/25/2018	113 North	\$ 0.00 (Mutual Aid – Ypsilanti City)
11) 01/28/2018	295 Devonshire	\$ 0.00 (outside rubbish)
12) 01/28/2018	1550 E Clark #401	\$ 0.00 (fire / other – cigarette smoke)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 01/01/2018 – 01/31/2018

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {01/01/18} And {01/31/18}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	3	0.67%	\$150	0.16%
111 Building fire	8	1.77%	\$89,700	99.83%
151 Outside rubbish, trash or waste fire	1	0.22%	\$0	0.00%
	12	2.66%	\$89,850	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	23	5.10%	\$0	0.00%
311 Medical assist, assist EMS crew	29	6.43%	\$0	0.00%
320 Emergency medical service, other	7	1.55%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	203	45.01%	\$0	0.00%
322 Motor vehicle accident with injuries	8	1.77%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	24	5.32%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	1	0.22%	\$0	0.00%
381 Rescue or EMS standby	1	0.22%	\$0	0.00%
	296	65.63%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.22%	\$0	0.00%
411 Gasoline or other flammable liquid spill	1	0.22%	\$0	0.00%
412 Gas leak (natural gas or LPG)	4	0.89%	\$0	0.00%
424 Carbon monoxide incident	2	0.44%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.22%	\$0	0.00%
444 Power line down	4	0.89%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.22%	\$0	0.00%
	14	3.10%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	6	1.33%	\$0	0.00%
511 Lock-out	1	0.22%	\$0	0.00%
520 Water problem, Other	1	0.22%	\$0	0.00%
531 Smoke or odor removal	1	0.22%	\$0	0.00%
550 Public service assistance, Other	1	0.22%	\$0	0.00%
5501 Neighborhood Watch	2	0.44%	\$0	0.00%
551 Assist police or other governmental agency	1	0.22%	\$0	0.00%
552 Police matter	1	0.22%	\$0	0.00%
554 Assist invalid	6	1.33%	\$0	0.00%
561 Unauthorized burning	3	0.67%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {01/01/18} And {01/31/18}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	23	5.10%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	6	1.33%	\$0	0.00%
611 Dispatched & cancelled en route	31	6.87%	\$0	0.00%
6111 Canceled on Arrival	33	7.32%	\$0	0.00%
622 No Incident found on arrival at dispatch address	6	1.33%	\$0	0.00%
631 Authorized controlled burning	1	0.22%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.22%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.22%	\$0	0.00%
	79	17.52%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	0.67%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.22%	\$0	0.00%
733 Smoke detector activation due to malfunction	5	1.11%	\$0	0.00%
734 Heat detector activation due to malfunction	1	0.22%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	0.67%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.44%	\$0	0.00%
741 Sprinkler activation, no fire - unintentional	1	0.22%	\$0	0.00%
742 Extinguishing system activation	1	0.22%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.22%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.22%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	6	1.33%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.44%	\$0	0.00%
	27	5.99%	\$0	0.00%

Total Incident Count: 451

Total Est Loss:

\$89,850

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

FEBRUARY 2018

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	1 Probationary Fire Fighter
	1 Clerk III/Staff Support	

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 384 requests for assistance. Of those requests, 239 were medical emergency service calls, with the remaining 145 incidents classified as non-medical and/or fire related.

Department activities for the month of February, 2018:

- 1) The Public Education Department participated in the following events:
 - a) Smoke Alarms: 1721 Smith (2))
 - b) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 10 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue Team
 - b) Washtenaw County HazMat
 - c) EMS
 - d) Search & Rescue

The Fire Marshal had these activities / events for the month of February, 2018:

- 1) Fire Investigations - continuing: 2
- 2) Plan Reviews: 5
- 3) Building Inspections: 3
- 4) Fire Alarm Inspections: 1
- 5) Suppression Inspection: 1
- 6) Liquor Inspections: 18
- 7) Officers Meeting

The Fire Chief attended these meetings / events for the month of February, 2018:

- 1) WAMAA
- 2) OHM meeting regarding HQ parking lot
- 3) MJ White meeting regarding board up
- 4) Oakland / Macomb Fire Inspector training
- 5) ACM (American Center for Mobility) addressing meeting
- 6) Meeting with Firefighter Union re: millage
- 7) Meeting with Kent Brown / LB Office re: training room furnishings
- 8) Paradigm Pipeline meeting
- 9) Oakland / Macomb Fire Inspector meeting regarding NFPA D
- 10) Site Inspection for Kalitta Air
- 11) Fire Inspectors Conference in Lansing, MI
- 12) Auto Aid meeting with Van Buren Township Fire Chief
- 13) AFG Grant Proposal meeting
- 14) Research for New Fire Marshal vehicle
- 15) Officers Meeting
- 16) Meeting with IT Department regarding port for AED
- 17) Meeting with IT Department regarding new outlet at Dispatch area
- 18) Continuing Education class – EMS
- 19) Prep meeting for new Firefighter hire

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

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

This month the total fire loss, including vehicle fires, is estimated at **\$25,500.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 02/06/2018	906 Minion	\$ 15,000.00 (road transport – dump truck)
2) 02/10/2018	1413 Jeff	\$ 7,500.00 (vehicle)
3) 02/10/2018	2127 Golfside #108	\$ 1,000.00 (kitchen)
4) 02/13/2018	6258 Lake Drive	\$ 2,000.00 (building)
5) 02/14/2018	5340 Bemis	\$ 0.00 (Mutual Aid – Augusta Township)
6) 02/25/2018	10420 Martz	\$ 0.00 (vehicle)
7) 02/27/2018	9489 Bemis	\$ 0.00 (brush / grass)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 02/01/2018 – 02/28/2018

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {02/01/18} And {02/28/18}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	3	0.78%	\$2,000	7.84%
112 Fires in structure other than in a building	1	0.26%	\$1,000	3.92%
130 Mobile property (vehicle) fire, Other	1	0.26%	\$7,500	29.41%
131 Passenger vehicle fire	1	0.26%	\$0	0.00%
132 Road freight or transport vehicle fire	1	0.26%	\$15,000	58.82%
142 Brush or brush-and-grass mixture fire	1	0.26%	\$0	0.00%
	8	2.08%	\$25,500	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	16	4.17%	\$0	0.00%
311 Medical assist, assist EMS crew	19	4.95%	\$0	0.00%
320 Emergency medical service, other	7	1.82%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	66	43.23%	\$0	0.00%
322 Motor vehicle accident with injuries	16	4.17%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.26%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	14	3.65%	\$0	0.00%
	239	62.24%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.26%	\$0	0.00%
411 Gasoline or other flammable liquid spill	2	0.52%	\$0	0.00%
421 Chemical hazard (no spill or leak)	1	0.26%	\$0	0.00%
424 Carbon monoxide incident	2	0.52%	\$0	0.00%
442 Overheated motor	1	0.26%	\$0	0.00%
444 Power line down	2	0.52%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.52%	\$0	0.00%
	11	2.86%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.52%	\$0	0.00%
510 Person in distress, Other	3	0.78%	\$0	0.00%
511 Lock-out	1	0.26%	\$0	0.00%
5111 Lock-in	2	0.52%	\$0	0.00%
522 Water or steam leak	2	0.52%	\$0	0.00%
531 Smoke or odor removal	5	1.30%	\$0	0.00%
550 Public service assistance, Other	1	0.26%	\$0	0.00%
5501 Neighborhood Watch	5	1.30%	\$0	0.00%
5502 Community Outreach	1	0.26%	\$0	0.00%
551 Assist police or other governmental agency	1	0.26%	\$0	0.00%
553 Public service	3	0.78%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {02/01/18} And {02/28/18}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
554 Assist invalid	1	0.26%	\$0	0.00%
561 Unauthorized burning	1	0.26%	\$0	0.00%
	28	7.29%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	0.78%	\$0	0.00%
611 Dispatched & cancelled en route	26	6.77%	\$0	0.00%
6111 Canceled on Arrival	34	8.85%	\$0	0.00%
622 No Incident found on arrival at dispatch address	6	1.56%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.26%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.26%	\$0	0.00%
	71	18.49%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	5	1.30%	\$0	0.00%
730 System malfunction, Other	1	0.26%	\$0	0.00%
733 Smoke detector activation due to malfunction	2	0.52%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.52%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.52%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.26%	\$0	0.00%
741 Sprinkler activation, no fire - unintentional	1	0.26%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	5	1.30%	\$0	0.00%
744 Detector activation, no fire - unintentional	2	0.52%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.04%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.52%	\$0	0.00%
	27	7.03%	\$0	0.00%

Total Incident Count: 384

Total Est Loss:

\$25,500

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



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

Date: March 7, 2018
To: Clerk's Office
CC:
From: Michael Saranen, Hydro Operation Manager
Subject: Monthly Report (activities in February 2018)

Activities:

Ford Lake Dam

General Operation Summary:

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

Average precipitation for the month of February is around 1.52", this year it was about 2.63" and production for the month was a slightly above average.

Regulatory:

For 2018-

- update DSSMP
- Owners Dam Safety Program Review (started)
- EAP Training (scheduled for March)
- Part 12- recommendation plan (almost finished)
- WQ Report (preparing for season)
- Nuisance Plant Plan Report
- Wildlife Plan Report
- Historical Activity Report
- Gate Certification
- Security Review
- Annual Safety inspection
- EAP annual update and test
- Spillway Assessment (at FERC in review)

Projects:

Concrete Maintenance (On Hold until 2019)

Repair small areas concrete damaged from exposure to ice and road salt. Repair exterior stairs and hand railing.

Generator #2 Turbine Bearing

In January 2018, the Board approved staff to gather quotes to replace the turbine bearing. Staff is meeting with 4 companies to get pricing. If approved, work is planned to start in July 2018.

River Coordination

Van Buren Twp. and French Landing Dam are considering lowering Belleville Lake in the fall of 2019. It will be important to look at the possible effects to the Hydro Station and the operations if Belleville Lake is to be lowered.

Operation Summary

2018	February	YTD	5 yr Ave.
Precipitation ¹	2.63"	3.61"	31.47"
Days Online	28	58.8	353.3
Gross generation MWH (estimated)	992.014	1,930.402	9,201.715
Generation lost MWH (estimated)*	0	9.980	403.286
After Hour Call In			
Water levels	4	6	35
Mechanical/Electrical	0	0	4
Other	0	0	4
Totals	4	6	43

Recent History	2013	2014	2015	2016	2017
Precipitation total	40.87"	34.31"	25.27"	29.61"	27.30"
Days Online	345	355	345	359.5	362
Generation MWH (estimated)	8,991.285	9,745.999	7,723.040	8,803.436	10,744.816
Generation lost MWH (estimated)*	454.824*	643.164*	419.050*	229.798*	269.595*
After Hour Call In					
Water levels	44	43	32	31	26
Mechanical/Electrical	1	7	1	4	5
Other	0	15	1	2	3
Totals	45	67	34	37	34

¹Totals from Weather Underground – Ypsilanti Willow Run

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

Spilling Summary:

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

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

Sluice Gate Usage Summary:

2018	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Year Lost \$*
January	1.8	0	0	0
February	8.8	0	0	0
March				0
April				0
May				0
June				8,129
July				862
August				0
September				0
October				0
November				0
December				0
Totals	10.6			\$ 8,991

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

Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.

The Sargent Charles Dam is due for the 5 year inspection in 2018. It has been requested that the State perform inspection and complete the report on the Twp. behalf. This is at no cost to the Twp.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: March 1, 2018
Re: February 2018 Police Services Monthly Report

In February of 2018, there were 2938 calls for service in Ypsilanti Township, which is a 14.2% decrease in calls for service as compared to February of 2017.

OPERATIONS

During February of 2018, Patrol Operations has been efficient in handling calls for service, traffic enforcement and community engagement duties in pursuit of our total policy philosophy. We continue to focus on root cause issues and build on the success we have experienced within the community.

The winter weather during the month resulted in an increase in traffic related issues such as crashes and motorist assists. We have diligently monitored the weather and adjusted resources during the period to ensure we were prepared for the increased incidents that come with poor weather. We will continue to do so throughout the months ahead to ensure the highest quality service delivery and safety possible during these difficult periods.

On a positive note, the poor weather has driven down Calls For Service significantly as indicated above. Also, the Washtenaw County Board of Commissioner voted unanimously in support of the additional three Police Service Units requested by the Township as well as a countywide sergeant position. In addition, the Commissioners voted unanimously in support of the four year contract extension for all entities that contract for police services. One more vote will take place in the near future to finalize these proposals.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. The year to date reductions in burglaries, stolen autos and juvenile mischief complaints is directly related to the Sheriff's Office engagement of our juvenile population and their family structures.

Deputy Alyshia Dyer has transitioned back into the role and is doing an excellent job. One of our key goals this year is to get her into the elementary schools to develop early positive experiences with the Sheriff's Office in an effort to foster long term trust. One of the elements of this initiative is reading time with the students.

COMMUNITY ACTION TEAM

During the month of February, the Sheriff's Office executed narcotics related search warrants within Ypsilanti Township which resulted in seizures of narcotics, weapons and currency. Our collaboration with the Michigan Department of Correction in reference to parole compliance continues to pay dividends. Fast reaction to tips regarding parolee misconduct as well as regular home visits are expected by the parolees that are living in Ypsilanti Township and surrounding areas.

CONSTRUCTION TRAFFIC

Deputies have aggressively patrolled the US-12 Bypass and surrounding areas to mitigate issues caused by the construction as well as to ensure the safety of the workers.

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	February
Year:	2018
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of February

Classification	Feb/2017	Feb/2018	%Change
10001 KIDNAPPING/ABDUCTION	1	0	-100%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	5	4	-20%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	0	-100%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	5	0%
12000 ROBBERY	6	5	-16.6%
13001 NONAGGRAVATED ASSAULT	47	38	-19.1%
13002 AGGRAVATED/FELONIOUS ASSAULT	14	17	21.42%
13003 INTIMIDATION/STALKING	5	3	-40%
20000 ARSON	1	0	-100%
22001 BURGLARY -FORCED ENTRY	5	11	120%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	3	200%
23001 LARCENY -POCKETPICKING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	12	7	-41.6%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	11	8	-27.2%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	4	0	-100%
23007 LARCENY -OTHER	9	5	-44.4%
24001 MOTOR VEHICLE THEFT	11	7	-36.3%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
25000 FORGERY/COUNTERFEITING	1	2	100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	5	5	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	8	7	-12.5%
26005 FRAUD -WIRE FRAUD	1	0	-100%
26007 FRAUD - IDENTITY THEFT	6	12	100%
27000 EMBEZZLEMENT	0	4	0%
28000 STOLEN PROPERTY	3	4	33.33%
29000 DAMAGE TO PROPERTY	26	15	-42.3%
30001 RETAIL FRAUD -MISREPRESENTATION	1	2	100%
30002 RETAIL FRAUD -THEFT	13	22	69.23%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	0	-100%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	19	17	-10.5%
35002 NARCOTIC EQUIPMENT VIOLATIONS	9	4	-55.5%
52001 WEAPONS OFFENSE- CONCEALED	4	6	50%
52003 WEAPONS OFFENSE -OTHER	0	1	0%
Group A Totals	231	215	-6.92%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	3	0%
26006 FRAUD -BAD CHECKS	2	1	-50%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	5	3	-40%
38003 FAMILY -OTHER	1	0	-100%
41002 LIQUOR VIOLATIONS -OTHER	4	3	-25%
48000 OBSTRUCTING POLICE	9	10	11.11%
49000 ESCAPE/FLIGHT	0	0	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of February

Classification	Feb/2017	Feb/2018	%Change
5000 OBSTRUCTING JUSTICE	19	11	-42.1%
53001 DISORDERLY CONDUCT	4	0	-100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	6	200%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	19	17	-10.5%
55000 HEALTH AND SAFETY	2	4	100%
57001 TRESPASS	0	3	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
59000 ELECTION LAWS	1	0	-100%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	5	8	60%
73000 MISCELLANEOUS CRIMINAL OFFENSE	0	0	0%
Group B Totals	73	69	-5.47%
2800 JUVENILE OFFENSES AND COMPLAINTS	38	15	-60.5%
2900 TRAFFIC OFFENSES	25	21	-16%
3000 WARRANTS	47	43	-8.51%
3100 TRAFFIC CRASHES	110	150	36.36%
3200 SICK / INJURY COMPLAINT	107	136	27.10%
3300 MISCELLANEOUS COMPLAINTS	605	627	3.636%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	3	0	-100%
3500 NON-CRIMINAL COMPLAINTS	1038	692	-33.3%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	767	635	-17.2%
3800 ANIMAL COMPLAINTS	57	38	-33.3%
3900 ALARMS	156	144	-7.69%
Group C Totals	2953	2501	-15.3%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4200 PARKING CITATIONS	1	6	500%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	2	100%
4500 MISCELLANEOUS A THROUGH UUUU	2	5	150%
Group D Totals	4	15	275%
5000 FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	0	0	0%
6000 MISCELLANEOUS ACTIVITIES (6000)	44	25	-43.1%
6100 MISCELLANEOUS ACTIVITIES (6100)	80	85	6.25%
6300 CANINE ACTIVITIES	8	5	-37.5%
6500 CRIME PREVENTION ACTIVITIES	25	14	-44%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	7	9	28.57%
Group F Totals	164	138	-15.8%
City : Ypsilanti Twp Totals	3425	2938	-14.2%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through February

Classification	2017	2018	%Change
Group F Totals	0	0	0%
10001 KIDNAPPING/ABDUCTION	1	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	9	8	-11.1%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	0	-100%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	0	-100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	3	7	133.3%
12000 ROBBERY	12	6	-50%
13001 NONAGGRAVATED ASSAULT	104	76	-26.9%
13002 AGGRAVATED/FELONIOUS ASSAULT	27	29	7.407%
13003 INTIMIDATION/STALKING	10	7	-30%
20000 ARSON	1	1	0%
22001 BURGLARY -FORCED ENTRY	27	19	-29.6%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	5	6	20%
23001 LARCENY -POCKETPICKING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	30	16	-46.6%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	23	14	-39.1%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	7	2	-71.4%
23007 LARCENY -OTHER	15	11	-26.6%
24001 MOTOR VEHICLE THEFT	29	16	-44.8%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	3	1	-66.6%
25000 FORGERY/COUNTERFEITING	4	4	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	12	16	33.33%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	14	18	28.57%
26005 FRAUD -WIRE FRAUD	2	1	-50%
26007 FRAUD - IDENTITY THEFT	17	27	58.82%
27000 EMBEZZLEMENT	0	4	0%
28000 STOLEN PROPERTY	5	4	-20%
29000 DAMAGE TO PROPERTY	47	25	-46.8%
30001 RETAIL FRAUD -MISREPRESENTATION	1	3	200%
30002 RETAIL FRAUD -THEFT	21	38	80.95%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	37	25	-32.4%
35002 NARCOTIC EQUIPMENT VIOLATIONS	17	7	-58.8%
52001 WEAPONS OFFENSE- CONCEALED	5	9	80%
52003 WEAPONS OFFENSE -OTHER	1	2	100%
Group A Totals	496	404	-18.5%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	2	3	50%
26006 FRAUD -BAD CHECKS	5	1	-80%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	9	3	-66.6%
38003 FAMILY -OTHER	1	1	0%
41002 LIQUOR VIOLATIONS -OTHER	4	4	0%
48000 OBSTRUCTING POLICE	20	21	5%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through February

Classification	2017	2018	%Change
49000 ESCAPE/FLIGHT	2	0	-100%
50000 OBSTRUCTING JUSTICE	33	24	-27.2%
53001 DISORDERLY CONDUCT	10	3	-70%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	7	10	42.85%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	31	31	0%
55000 HEALTH AND SAFETY	4	5	25%
57001 TRESPASS	0	7	0%
57002 INVASION OF PRIVACY -OTHER	1	0	-100%
59000 ELECTION LAWS	1	0	-100%
63000 VAGRANCY	1	0	-100%
70000 JUVENILE RUNAWAY	12	12	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	2	0	-100%
Group B Totals	145	125	-13.7%
2800 JUVENILE OFFENSES AND COMPLAINTS	55	29	-47.2%
2900 TRAFFIC OFFENSES	49	38	-22.4%
3000 WARRANTS	99	93	-6.06%
3100 TRAFFIC CRASHES	236	301	27.54%
3200 SICK / INJURY COMPLAINT	219	289	31.96%
3300 MISCELLANEOUS COMPLAINTS	1208	1311	8.526%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	3	0	-100%
3500 NON-CRIMINAL COMPLAINTS	2063	1604	-22.2%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1635	1419	-13.2%
3800 ANIMAL COMPLAINTS	106	84	-20.7%
3900 ALARMS	317	298	-5.99%
Group C Totals	5990	5466	-8.74%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	1	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4200 PARKING CITATIONS	2	12	500%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	3	4	33.33%
4500 MISCELLANEOUS A THROUGH UUUU	6	7	16.66%
Group D Totals	12	25	108.3%
5000 FIRE CLASSIFICATIONS	1	0	-100%
Group E Totals	1	0	-100%
6000 MISCELLANEOUS ACTIVITIES (6000)	64	57	-10.9%
6100 MISCELLANEOUS ACTIVITIES (6100)	181	173	-4.41%
6300 CANINE ACTIVITIES	15	8	-46.6%
6500 CRIME PREVENTION ACTIVITIES	52	39	-25%
6600 COURT / WARRANT ACTIVITIES	3	0	-100%
6700 INVESTIGATIVE ACTIVITIES	17	24	41.17%
Group F Totals	332	301	-9.33%
City : Ypsilanti Twp Totals	6976	6321	-9.38%



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MARCH 20, 2018

5:00pm

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

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

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA **TUESDAY, MARCH 20, 2018** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 6, 2018 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MARCH 20, 2018 IN THE AMOUNT OF \$655,281.47
 2. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2018 IN THE AMOUNT OF \$27,766.79 AND FOR FEBRUARY 2018 IN THE AMOUNT OF \$44,589.94
 3. CLARITY HEALTH CARE ADMIN FEE FOR JANUARY 2018 IN THE AMOUNT OF \$1,325.49 AND FEBRUARY 2018 IN THE AMOUNT OF \$1,074.50
 - C. FEBRUARY 2017 TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #6
2. REQUEST FOR ADMINISTRATIVE APPROVAL TO EXTEND THE ONE-YEAR EXTENSION OF THE PD STAGE I PRELIMINARY SITE PLAN AND REZONING GRANTED ON MARCH 21, 2017 UNTIL DECEMBER 18, 2018 FOR THE YANKEE AIR FORCE, INC. (YAM) AND MICHIGAN AEROSPACE FOUNDATION (MAF) MUSEUM AND CONFERENCE CENTER PROJECT AT 1 LIBERATOR WAY
3. REQUEST APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GROVE ROAD PATHWAY EXTENSION IN THE AMOUNT OF \$17,705.00 BUDGETED IN LINE ITEM #212-970-000-997-007
4. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL OF SALE AND TRANSFER AGREEMENT FOR RENEWABLE ENERGY CREDITS (RECS)

5. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM MAVERICK EQUIPMENT FOR PURCHASE OF THE MCCLOSKEY ST80T TRACK STACKER IN THE AMOUNT OF \$93,708.00 BUDGETED IN LINE ITEM #590-590-000-977-000
6. REQUEST AUTHORIZATION OF AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON JEROME AVENUE AT AN ESTIMATED COST OF \$29,635.00 BUDGETED IN LINE ITEM #101-446-000-818-022
7. REQUEST APPROVAL OF 2018 YPSILANTI TOWNSHIP AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR NANCY PARK DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$5,175.00 BUDGETED IN LINE ITEM #101-446-000-818-022
8. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2018 IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000
9. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF FIVE (5) CODE 95 DIRECT BURIED BLACK FIBERGLASS POSTS AND 72 WATT LED BLACK COLONIALS AND CONVERT TWO (2) EXISTING 100 WATT HIGH PRESSURE SODIUM COLONIALS TO 72 WATT LED (UJL) COLONIALS TO BE LOCATED IN NANCY PARK IN THE AMOUNT OF \$11,640.61 BUDGETED IN LINE ITEM #101-956-000-926-050
10. REQUEST FINAL APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD. IN THE AMOUNT OF \$175,000.00
11. REQUEST AUTHORIZATION FOR AN EDUCATIONAL MAILING TO RESIDENTS IN REGARD TO THE FIRE MILLAGE SPECIAL ELECTION BEING HELD MAY 8, 2018 IN A NOT TO EXCEED AMOUNT OF \$15,000.00 BUDGETED IN LINE ITEM #101-267-000-900-000 (MAILING) AND 101-267-000-730-000 (POSTAGE) AND AUTHORIZATION FOR THE THREE FULL TIME OFFICIALS TO AWARD THE QUOTE

AUTHORIZATIONS AND BIDS

1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS TO AWARD THE LOW QUOTE FOR PROFESSIONAL SERVICES TO JAMES LEFFEL AND COMPANY FOR LABOR TO REMOVE AND REPLACE THE TURBINE BEARING AND SHAFT ON RUNNER #2 AT THE HYDRO STATION IN THE AMOUNT OF \$146,000.00 BUDGETED IN LINE ITEM #252-252-000-977-000

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Monica Ross-Williams

Members Absent: Trustee Eldridge, Trustee Jarrell Roe, and Trustee Wilson

Legal Counsel: Wm. Douglas Winters

**1. PRESENTATION ON WASHTENAW COUNTY SOLID WASTE PLAN
.....JEFF KRCMARIK, BOARD OF PUBLIC WORKS**

No one was present to do this presentation.

2. AAATA PRESENTATION.....LAURENCE KRIEG

Laurence Krieg explained an overview on what has changed since the Township became a member of AAATA instead of a purchaser of service. Mr. Krieg stated that the current millage will expire at the end of 2018 and there will be a renewal on the ballot. He explained the benefits through a slide presentation. Mr. Krieg said that all the goals that were set with the last millage have been met. He said with the increase of services they continue to have an increase in ridership and said these services are worth continuing in the community. Mr. Krieg said they have a good transit system but he wants it to continue and bring it up to excellence. He said the Express Route was a good idea but AAATA did not consult the people who would use this route and therefore the schedule for this service is not conducive when riders need it. (see attached presentation)

3. TYLER DAM UPDATEMICHAEL SARANEN

Michael Saranen, Hydro Operator gave an update on the Tyler Dam Project that the township contracted for in conjunction with the YCUA Bridge Trussel Replacement Project. He said the work was completed but the contract is still open

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 2**

for some extras they are working on resolving. Mr. Saranen said a meeting was scheduled with YCUA to resolve the costs. He said the ownership of the Dam has been transferred to the Washtenaw County Resource Commissioner so the township would no longer be required to do any of the maintenance on the dam. Supervisor Stumbo asked about the two invoices that we have questions on and Mr. Saranen stated the meeting had to be rescheduled and he has not received a new date. Mr. Saranen stated that as far as he was concerned our part of this project was completed.

4. AGENDA REVIEW.....SUPERVISOR STUMBO

A. MINUTES OF THE FEBRUARY 20, 2018 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MARCH 6, 2018 IN THE AMOUNT OF \$885,302.60

1. BUDGET AMENDMENT #5

Clerk Lovejoy Roe reviewed Budget Amendment #5. Supervisor Stumbo stated that one item was for a Parks and Recreation Grant that we applied for last year. She said this Grant was to finish the pathway on Grove Road to Snow Road and the pathway would also connect to Rawsonville Elementary School.

2. RESOLUTION 2018-06, APPROVAL OF THE WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN 2017 AMENDMENT

Supervisor Stumbo said she would like to table this until they can give a presentation to the Board. She stated this resolution was a change in the solid waste plan for Washtenaw County. Supervisor Stumbo stated the goal was to see if there could be a regional way for all the municipalities to participate together in recycling.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 3**

3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF A PROFESSIONAL SERVICES QUOTE FROM JAMES LEFFEL AND COMPANY FOR A REPLACEMENT RUNNER SHAFT BEARING, RUNNER SHAFT AND BOLTS FOR RUNNER #2 IN THE AMOUNT OF \$110,669.00 BUDGETED IN LINE ITEM #252-252-000-977-000

Michael Saranen, Hydro Operator explained the runner shaft bearing that must be replaced.

4. REQUEST AUTHORIZATION TO POST AND FILL FINANCE COORDINATOR POSITION FOR 14-B DISTRICT COURT

Treasurer Doe asked about the temporary position that was currently at 14-B Court and when would that position be eliminated. Magistrate Nelson stated that would be up to Judge Pope since it was in his court. Treasurer Doe said he would have a hard time voting yes on this new Finance Coordinator position until the temporary position was resolved. Supervisor Stumbo stated that could be a condition in the motion to approve the new finance position.

5. REQUEST AUTHORIZATION TO POST AND FILL ECONOMIC DEVELOPMENT DIRECTOR POSITION

Supervisor Stumbo stated this position was discussed at a previous work session. Trustee Ross-Williams asked if the Board would meet with the candidates. Karen Wallin, Generalist said this position would have a couple rounds of interviews and Mr. Carlisle and another employee from his company have offered to sit on the panel for the first round of interviews. She said that round would narrow the candidates down to two or three for a second round of interviews with the full time officials. Trustee Ross-Williams asked if they get down to two candidates could they at least introduce themselves to the Board. Supervisor Stumbo stated the policy states when a Director is hired the three full time officials would do interviews and provide a final recommendation to the whole board. She said Trustee Eldridge had suggested asking Carlisle Wortman to lead the interview process and the other person would be Luke Bonner. She said both would be on the panel along with Karen Wallin for the first round. She said then they would

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 4**

bring the top two or three candidates for the second interview. Supervisor Stumbo said we would bring everything back to the Board before anyone was offered the position. Trustee Ross-Williams stated she was glad the salary was changed from \$70,000.00 to a range of \$70,000.00 to \$100,000.00. Ms. Wallin stated that would be based on experience and qualifications.

6. REQUEST APPROVAL FOR PRELIMINARY SITE PLAN AND SPECIAL LAND USE APPROVAL FOR INSTALLATION AND OPERATION OF A PROPOSED 150 FOOT UNMANNED TELECOMMUNICATIONS FACILITY WITHIN A 10,000 SQUARE FOOT LEASED AREA LOCATED AT 6400 TEXTILE RD, PARCEL ID# K-11-29-200-028

Charlotte Wilson, Planning and Development Coordinator explained the request for a cell tower that would be erected at 6400 Textile Road. She said if the Board approves the request tonight she would suggest they be more specific with required conditions when discussing the design treatments to minimize distractions because she feels the Planning Commission did not address this section with as much detailed as needed.

Clerk Lovejoy Roe asked Ms. Wilson if she could change the request to include the conditions that she suggested for the regular meeting. She also asked Fred Low if he would have problems with the suggested conditions. Mr. Fred Low, Chaille Tower Consultants, representing PI Tower Developments stated he does not have problems with the conditions that Charlotte Wilson suggested. Mr. Low said he had the lighting specifications, which was one of the conditions. Clerk Lovejoy Roe suggested either to table it for the next meeting or Ms. Wilson could re-word the request with the conditions for the regular board meeting tonight.

Attorney Winters wanted to make sure the bond removal for the tower was in the documents and said in the past we had a \$25,000.00 bond that would be on file if for some reason the cell tower was no longer needed there would be a bond in place to make sure it would be taken down. Mr. Low said they call it a removal bond and once they receive approval on zoning, they would issue the removal bond.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 5**

7. REQUEST APPROVAL OF ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT WITH BONNER ADVISORY GROUP FOR SERVICES IN AN AMOUNT OF \$150.00 PER HOUR BUDGETED IN LINE ITEM #101-956-000-801-000

Supervisor Stumbo explained that Luke Bonner gave a presentation to the Board when we were thinking we would contract services for economic development. She said it has been recommended to hire a full time person for this position. She said this request was for Mr. Bonner's services on a case-by-case basis. She said he would be available to help us with ACM, work with our legal team if needed, do interviews for us, and any other special projects that we need assistance with.

AUTHORIZATION AND BIDS

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK A REQUEST FOR PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER

Travis McDugald was not present.

2. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE A NEW BOBCAT SKID STEER WITH MIDEAL PRICING CONTRACT #071B7700088 IN THE AMOUNT OF \$68,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000

Carl Girbach, Special Projects stated a Bobcat Skid Steer cuts down on hand labor. He said they use to have three employees shovel for an 1 ½ hours and now the only hand labor needed took about 10 minutes for snow removal with the steer. He said everything else would be done with a skid steer and plow trucks. He said he would like to sell the one they have at the golf course, take the steer we were using to the Community Center for winter maintenance and in the summer the golf course can use it to load sand for repairs to the greens. Mr. Girbach said with two skid steers they would be more efficient with snow removal.

**CHARTER TOWNSHIP OF YPSILANTI
 MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
 PAGE 6**

3. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE THE FOLLOWING VEHICLES WITH MIDEAL PRICING IN THE TOTAL AMOUNT OF \$180,179.00 BUDGETED IN LINE ITEM #595-595-000-985-000

Carl Girbach, Special Projects said the trucks were old and in need of repairs. He said the reason he wanted small trucks was so they could drive them on the boardwalk at North Bay. He said the ultimate goal would be to purchase a Gator. Supervisor Stumbo stated a Gator would help with the bees. Clerk Lovejoy Roe stated the boardwalk at North Bay was in bad condition. Mr. Girbach said they did a lot of maintenance last fall but it still needs a lot of work.

DESCRIPTION	DEPARTMENT	PRICE	MIDEAL CONTRACT#
F-150 4X2 6' BED	PARK RANGER	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 8' BED	RSD	\$23,505.00	#LDT-0083
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X4 W/VEE PLOW	SHERIFF	\$36,709.00	#3298-0092

4. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO AUCTION VARIOUS EQUIPMENT ITEMS LISTED IN HIS FEBRUARY 27, 2018 MEMO TO THE TOWNSHIP BOARD. (see attached)

Carl Girbach, Special Projects stated they like to auction the trucks before they get too many miles on them so they would still have a good resale value.

OTHER BUSINESS.....BOARD MEMBERS

Supervisor Stumbo stated that since Travis McDugald was present we would go back to his request.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 7**

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK A REQUEST FOR PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER

Travis McDugald, IS Manager stated that this request was to meet the township needs for network cable installation. He said they have had situations where they needed something done and they had to go out and get bids and it was time consuming. Mr. McDugald said this request would allow installation for anything under \$7,500.00.

Supervisor Stumbo asked when there would be wireless capability throughout the building. He said Wi-Fi should be well taken care of in this building but for Verizon, AT&T, and Sprint. He said he was still working on some details with a potential partner to improve our coverage and get the cost down.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated Supervisor Stumbo, Michael Radzik, Bill Elling and himself met with the Superintendent of Ypsilanti Community Schools, Dr. Edmundson and Director of Facilities, Mr. Burgess to discuss the abandoned elementary schools in Ypsilanti Township. He said that once Dr. Edmundson saw the pictures we had of the buildings and the conditions they were in he vowed to take action. Attorney Winters said it was stressed to them the urgency to take care of it this spring. He said the cost to demolish these buildings was about 50% less than they had anticipated it would cost two years ago. Michael Radzik and Bill Elling will help Ypsilanti Community Schools through the process making sure their contractor follows all the townships' established protocols. Attorney Winters said because there were a number of other issues, which involved the Township and Ypsilanti Community Schools, it would be a good idea in the coming months to meet on a regular basis to discuss them. Attorney Winters said they discussed keeping the township informed when they are leasing out their buildings to other entities. He said we should be aware to make sure they were compliant with building codes and zoning ordinances. Attorney Winters also shared that many in the township feel the Willow Run history was not being preserved in the new community school

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 8**

district. He said he told Ypsilanti Community Schools many people attended Willow Run Public Schools and were very proud of their history.

Attorney Winters stated two payments were received from Clark East Towers. He said one was a payment in lieu of taxes and there was still questions why they were showing a high vacancy even after the renovation. He said the letter he received today stated they only have one vacancy. He said the second check they received was for the Township, only to help offset additional cost incurred by the Township for Fire and Police.

Attorney Winters stated they were nearing the end of the Teamsters negotiations. He said they will soon be starting the negotiations with AFSCME both for the Township and 14B Court.

Attorney Winters stated he along with Supervisor Stumbo, Clerk Lovejoy Roe, Brian McCleery, Linda Gosselin, and Angela King attended a meeting with ACM. He said the meeting was to review ACMs' numbers as to what they believe was the basis for the Pilot Payment that was due to Ypsilanti Township. He said we are still going through their numbers but have identified some areas they acknowledged and now it requires a new certificate to be filed. He said there was additional information that was relevant and critical in determining the accurate basis for the Pilot Payment and many of the issues were still up in the air. He said we would proceed in a cooperative manner with ACM but there was a process we would follow in the event we cannot reach an agreement. He said we are not at that stage but we are continuing to do our due diligence because we have told our residents and our taxpayers at the beginning of the process, that the ACM project would be great for Ypsilanti Township. Attorney Winters said it was still great for the Township but at the same time there was also some obligations that ACM was required to meet that would insure the Townships' tax base would benefit from this development. He said at this point we have not reached an agreement in regards to their numbers but we would follow the process and he hoped we would reach an agreement.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 WORK SESSION MEETING
PAGE 9**

Trustee Ross-Williams said she had an opportunity to speak to Mr. Tooson, Ypsilanti-Willow Run Branch First Vice President of the NAACP, who spoke at our February 20, 2018 meeting. Trustee Ross-Williams stated that after she spoke to Mr. Tooson about his concerns, she wanted to express her disappointment regarding the statements that were allegedly written by Park Commissioner Chair, Stuart Collis.

Supervisor Stumbo stated that Mr. Tooson never gave the Board anything written and Trustee Ross-Williams said she has copies of the information. Trustee Ross-Williams stated she spoke with Mr. Collis and he was given a copy of the statements and was supposedly going to speak on it at our last meeting but he did not.

Work session adjourned at 6:50PM

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

AAATA Progress Report

to Ypsilanti Township Board of Trustees

March 6, 2018

from your AAATA Board Representative

Larry Krieg

AAATA Progress Report: Objectives

1. What's changed for Ypsi Township since joining AATA -> AAATA?
 1. Fixed routes
 2. Paratransit (door-to-door)
 3. Finance
 4. Governance
2. Is this worth continuing?
 1. Direct costs and benefits
 2. Indirect costs and benefits
3. Improvements
 1. Larry's ideas
 2. Your ideas, please!

2014

Proposed Fixed-Route Bus Improvements

CURRENT SCHEDULE (Fall 2013)											PROPOSED CHANGES - 5-Year Transit Improvement Program											
Rte. #	Route Name	Weekday			Saturday			Sunday			Rte. #	Route Name	Weekday			Saturday			Sunday			
		Start Time (a.m.)	End Time (p.m.)	Freq. (min.)	Start Time (a.m.)	End Time (p.m.)	Freq. (min.)	Start Time (a.m.)	End Time (p.m.)	Freq. (min.)			Start Time (a.m.)	End Time (p.m.)	Freq. (min.)	Start Time (a.m.)	End Time (p.m.)	Freq. (min.)				
1	Pontiac	6:34	10:45	30-60	8:18	6:45	60	8:18	6:27	60	1	Pontiac	6:22	11:15	30-60	8:18	11:15	60	8:18	7:45	60	
1U	Pontiac University	6:59	6:26	35-40							1U	Pontiac University	6:59	6:26	35-40							
2	Plymouth	6:22	10:46	5-30	8:13	6:15	30-60	8:48	6:13	60	2	Plymouth	6:22	11:46	5-30	8:13	11:13	30-60	8:48	7:13	60	
3	Huron River	6:30	10:15	30-60							3	Huron River	6:30	11:15	30-60							
4	Washtenaw	6:08	11:30	5-30	8:00	7:00	30-60	8:30	6:30	60	4	Washtenaw	6:08	12:30 a.m.	5-30	8:00	11:30	30	7:48	7:30	60	
5	Packard	6:10	11:00	7-60	8:30	6:30	60	8:48	6:15	60	5	Packard	6:10	11:45	7-60	8:30	10:30	60	8:48	7:15	60	
6	Ellsworth	6:28	11:01	30-60	8:25	6:45	30-60	9:00	6:55	60	6	Ellsworth	6:15	11:45	15-60	8:25	10:45	30-60	9:00	7:55	60	
7	S. Main - East	6:05	10:52	30-60	8:11	6:46	60	8:18	6:15	60	7	S. Main - East	6:05	11:22	30-60	8:11	9:45	60	8:18	7:39	60	
8	Pauline	6:11	10:45	15-60	8:18	5:45	60	8:18	5:45	60	8	Pauline	6:11	11:45	15-60	8:18	10:45	60	8:18	7:45	60	
9	Jackson	6:25	10:15	30-60	7:55	6:15	60	7:55	6:15	60	9	Jackson	Replaced by routes B and C									
											B	Jackson-Zeeb	6:05	11:30	30-60	7:48	11:30	60	8:48	7:30	60	
											C	Dexter	6:15	11:30	30-60	8:18	10:30	60	9:18	7:30	60	
10	Ypsilanti Northeast	6:02	10:00	45-60	7:30	7:00	60				10	Ypsilanti Northeast	Replaced by routes I and J									
											I	Forest - MacArthur	6:00	11:00	30-60	7:15	10:00	60	8:15	7:00	60	
											J	E. Michigan Ave.	6:00	11:30	30-60	8:00	10:30	60	9:00	7:30	60	
11	Ypsilanti South	6:00	10:30	60	8:00	6:30	60				11	Ypsilanti South	Replaced by routes L, M, N									
											L	Grove Rd.	6:00	10:45	30-60	8:00	9:45	60	9:00	7:45	60	
											M	Huron - Whittaker	6:05	11:15	30-60	8:15	10:15	60	9:15	7:15	60	
											N	First - Congress	6:00	11:00	30-60	8:30	10:00	60	9:30	7:00	60	
12	Miller Liberty	6:30	10:15	30	8:18	6:45	30	8:18	6:45	60	12	Miller Liberty	Replaced by routes A, D, G									
											A	Liberty - Scio Ridge	6:28	11:15	30-60	7:48	10:15	60	8:48	7:15	60	
											D	Miller - Skyline	6:22	11:03	7-60	8:28	10:03	60	9:30	6:45	60	
											G	N. Maple Connector	6:45	11:15	30-60	8:15	10:15	60	9:15	7:15	60	
13	Newport	6:48	6:45	30-60							13	Newport	6:48	8:45	30-60	9:18	6:45	60				
14	Geddes - E. Stadium	6:36	6:15	30							14	Geddes - E. Stadium	6:36	7:45	30-40	9:00	5:40	40				
15	Scio Church - W. Stadium	6:48	10:15	30-60	8:48	6:15	60	8:48	6:15	60	15	Scio Church - W. Stadium	Replaced by routes E, F									
											E	W. Stadium - Oak Valley	6:25	10:55	30-60	8:03	10:25	60	9:03	7:25	60	
											F	Scio Church	6:30	11:00	30-60	7:48	9:00	60				
16	Ann Arbor - Saline Rd.	6:18	10:45	30-60	8:03	6:45	60	8:03	6:45	60	16	Ann Arbor - Saline Rd.	6:18	11:45	30-60	8:03	9:45	60	8:03	7:45	60	
17	Amtrak - Depot	6:48	10:00	30-60	8:48	5:48	60	9:48	6:00	60	17	Amtrak - Depot	6:48	11:59	30-60	8:48	9:00	60	9:48	7:00	60	
18	Miller-University	6:22	7:04	17-30							18	Miller - University	Replaced by route D (above)									
20	Ypsilanti Grove - Ecorse	6:21	8:15	60							20	Ypsilanti Grove - Ecorse	Replaced by routes K (below), and L (above)									
											K	Ecorse - W. Willow	6:00	11:15	30-60	7:45	10:15	60	8:45	7:15	60	
											O	Harris-Ford Crosstown	6:30	6:30	30							
22	North - South Connector	6:30	10:45	30-60	8:15	6:25	60				22	North - South Connector	6:30	11:45	30-60	8:15	9:25	60				
33	EMU Coll. of Bus. Shuttle	7:38	9:58	20							33	EMU Coll. of Bus. Shuttle	Replaced by routes H									
											H	EMU - LeForge	6:40	10:10	20							
36	Wolverine Tower Shuttle	6:42	10:15	9-30							36	Wolverine Tower Shuttle	6:42	10:15	9-30							
609	Jackson University	6:30	6:02	30-40							609	Jackson University	6:30	6:02	30-40							
											P	Platt - Michigan Ave.	8:00	7:30	60	8:00	7:30	60				
											Q	Saline - Maple Rd.	8:30	7:00	60	8:30	7:00	60				
710	ExpressRide - Chelsea	6:00	5:57	72-98							710	ExpressRide - Chelsea	6:00	5:57	72-98							
711	ExpressRide - Canton	6:08	5:47	67-93							711	ExpressRide - Canton	6:08	5:47	67-93							
												ExpressRide - Belleville/Ypsilanti	6:04	5:53	30							
												ExpressRide - Saline	6:17	7:02	30							
787	AirRide	4:45	10:40	60-130	4:45	10:40	60-130	4:45	10:40	60-130	787	AirRide	4:45	10:40	60-130	4:45	10:40	60-130	4:45	10:40	60-130	

2013 Routes

New Routes

40% increase



- **All services promised in 2014 have been implemented**
- **Ridership is growing and breaking records**
- **Services are making a difference in the community**

Service Implementation

2014 – 2018



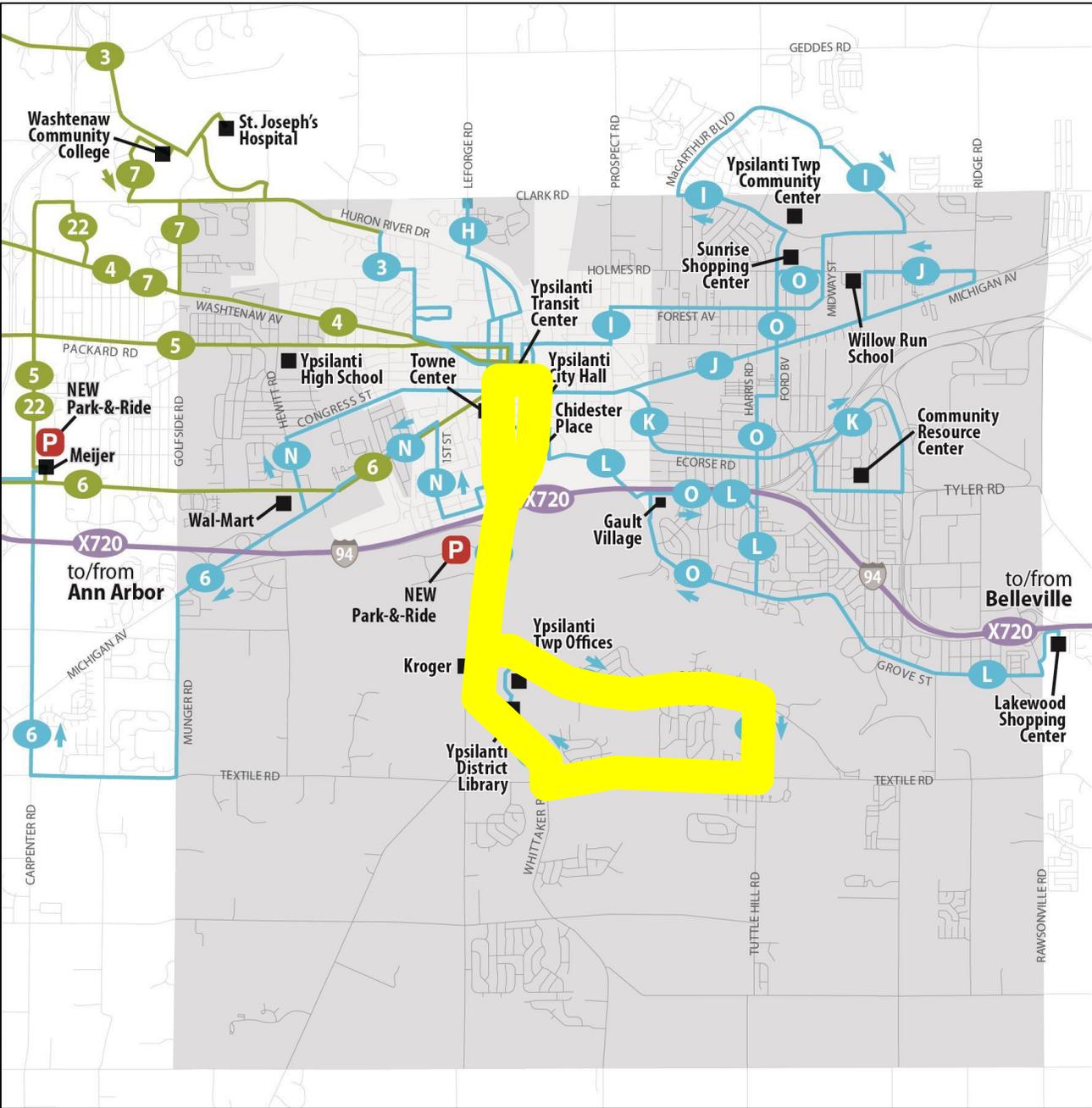
August 2014

- Later Weekday Service on most routes until 11:00 p.m.
- New Saturday and Weekday Evening Service on 18 routes
- New Route 46 started serving residents of Ypsilanti with hourly service 7 days a week
- Expanded A-Ride Service to include new route and later service

Our First New Route Huron-Textile

46

*Service began
AUGUST 24, 2014
7 days a week*

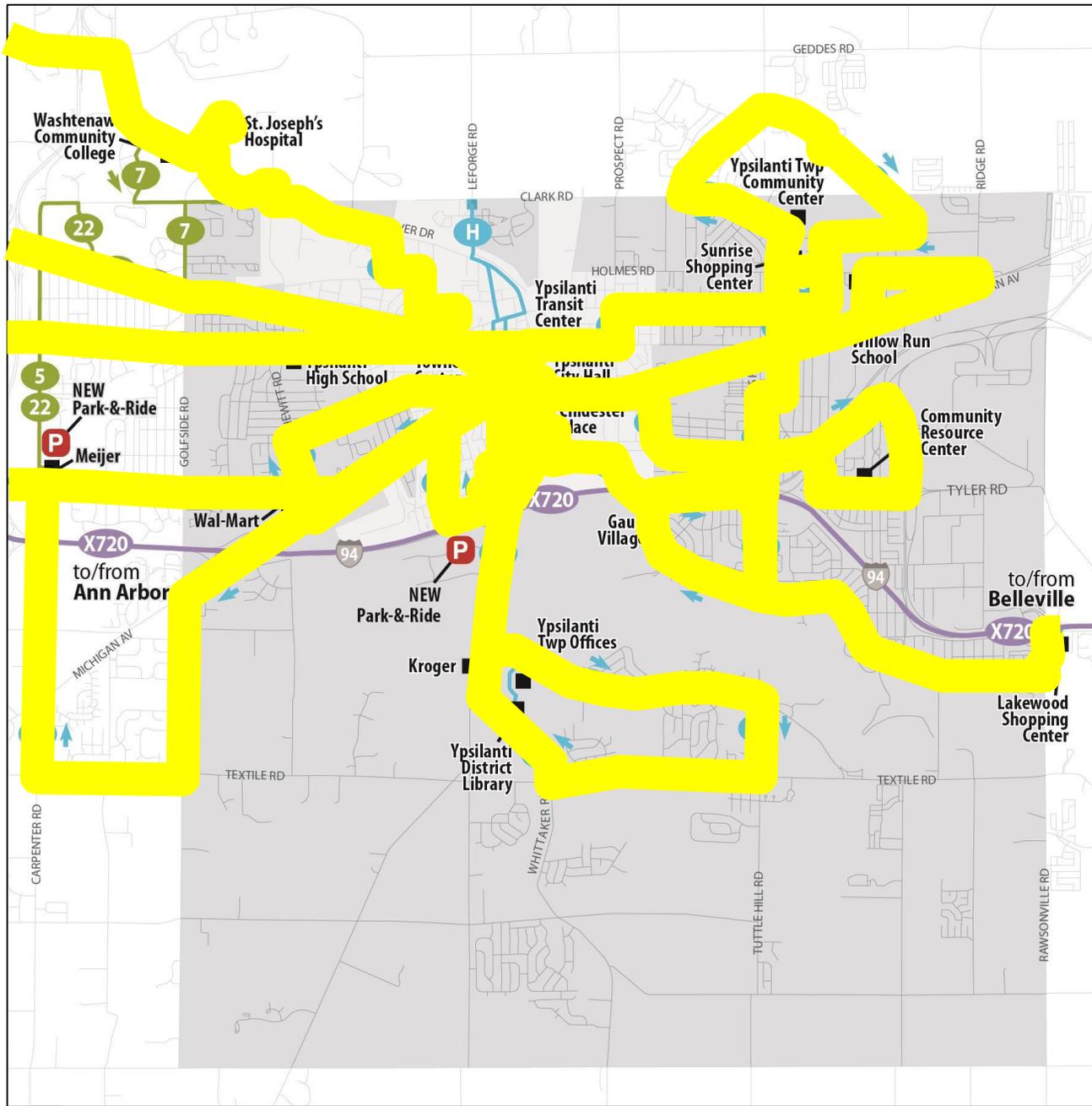


Service Implementation 2014 – 2018



August 2015

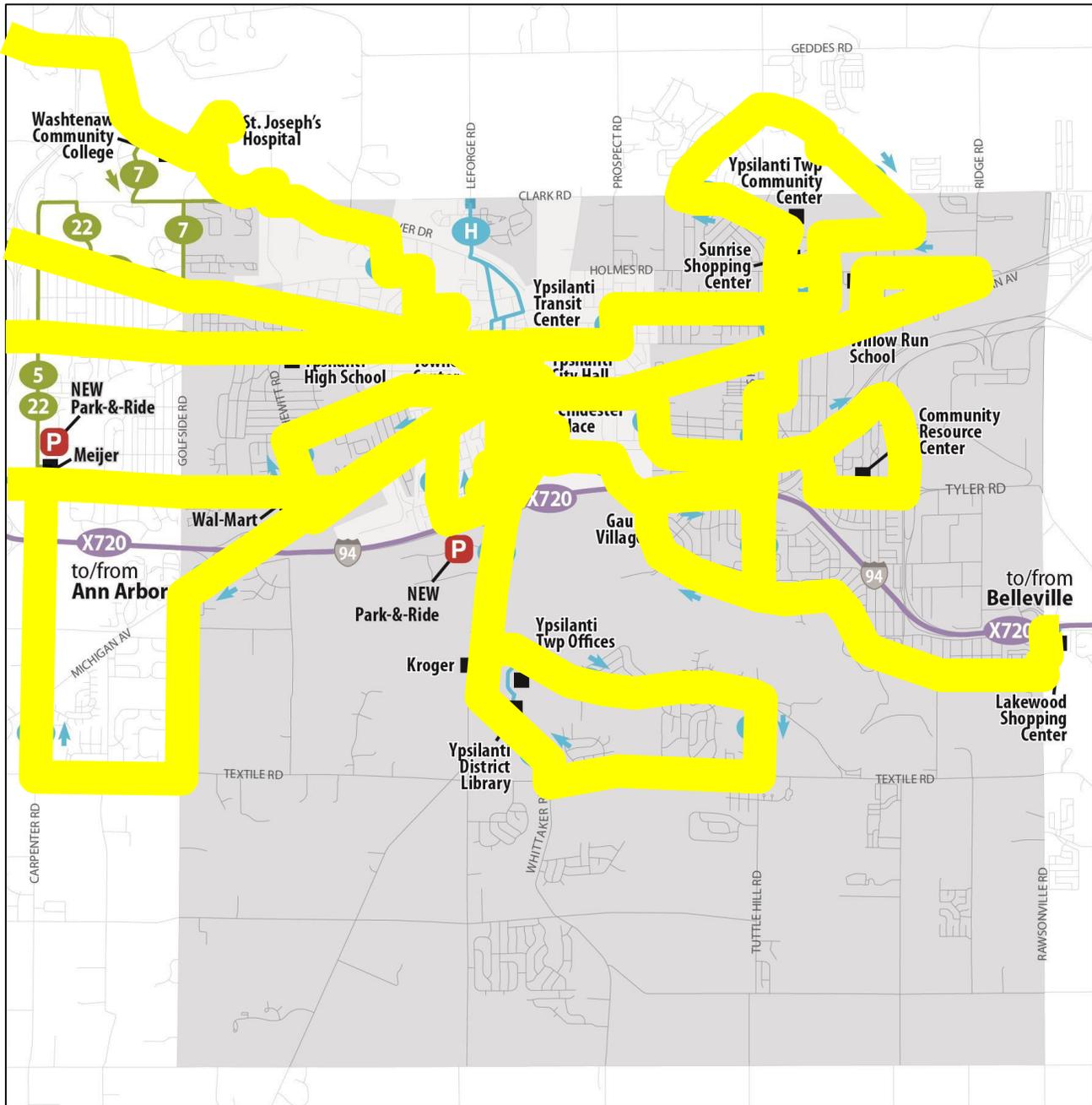
- New Sunday Service on Ypsilanti Local Routes
- Extended Service to Ypsilanti on Route 6 until 7:15 p.m. on Sundays
- Increased frequency on Route 46
- More frequent service on Route 2C
- New Route 67 Platt-MI Ave
- Later Saturday Service until 10:45 p.m.
- Later Sunday Service until 7:15 p.m. on most routes
- Later hours for A-Ride on weekends; until 10:45 p.m. on Saturdays and 7:45 p.m. on Sundays
- Extended service to Pierpont Commons on Route 1 until 7:45 p.m. on Sundays



These routes proposed
to have

**Later
service
weeknights**

*Service began
August, 2015*



These routes proposed
to have

**(more)
weekend
service**

*Service began
August, 2015*

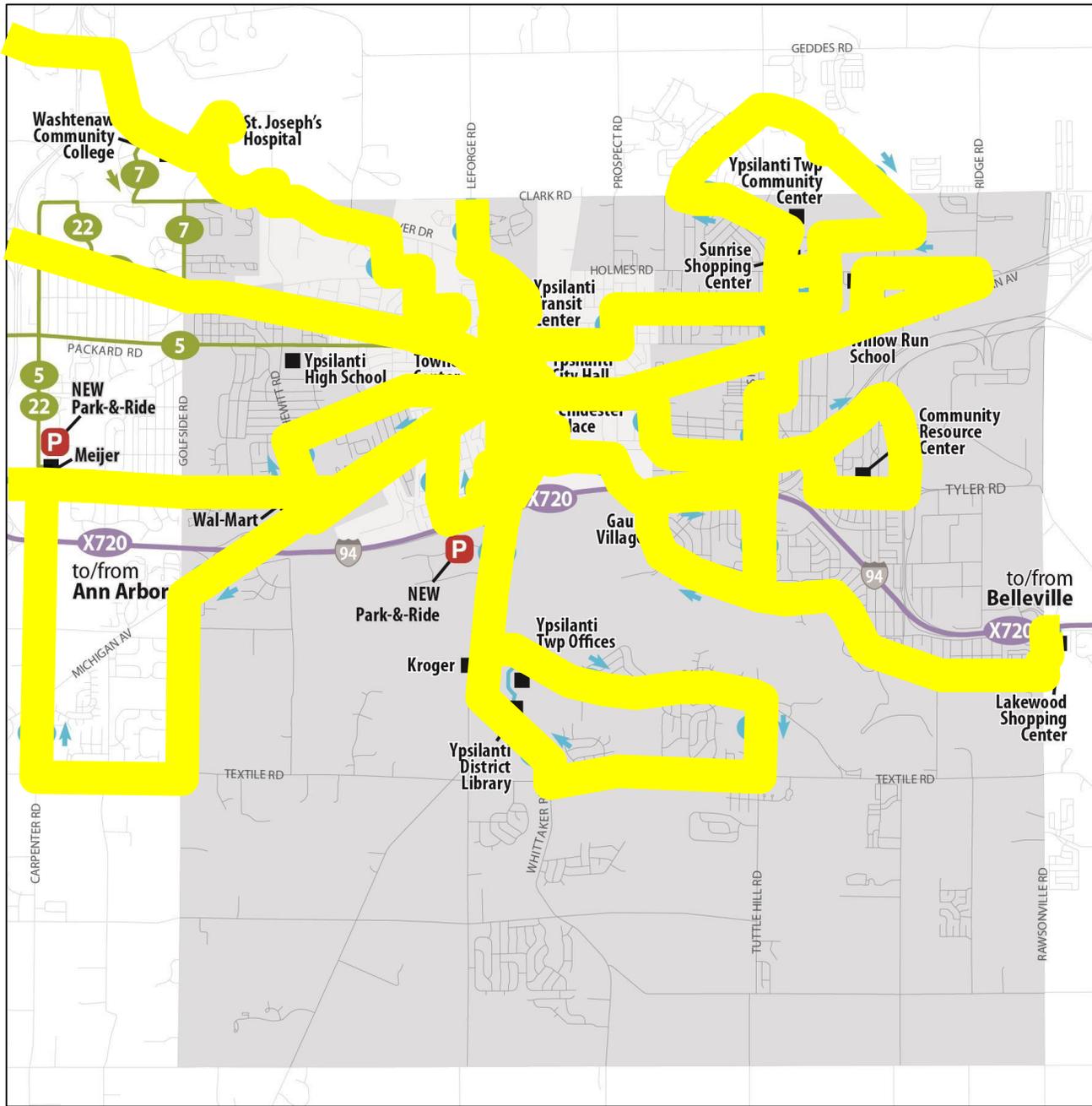


May 2016

- 12 new routes
- More frequent service
- More Direct Service in Ann Arbor and Ypsilanti
- Expanded A-Ride Service on new Routes 30, 27, 26, 29
- New route names and numbers to make them easier to understand and use
- New service in Scio Township - Routes 26, 29, and 30

August 2016

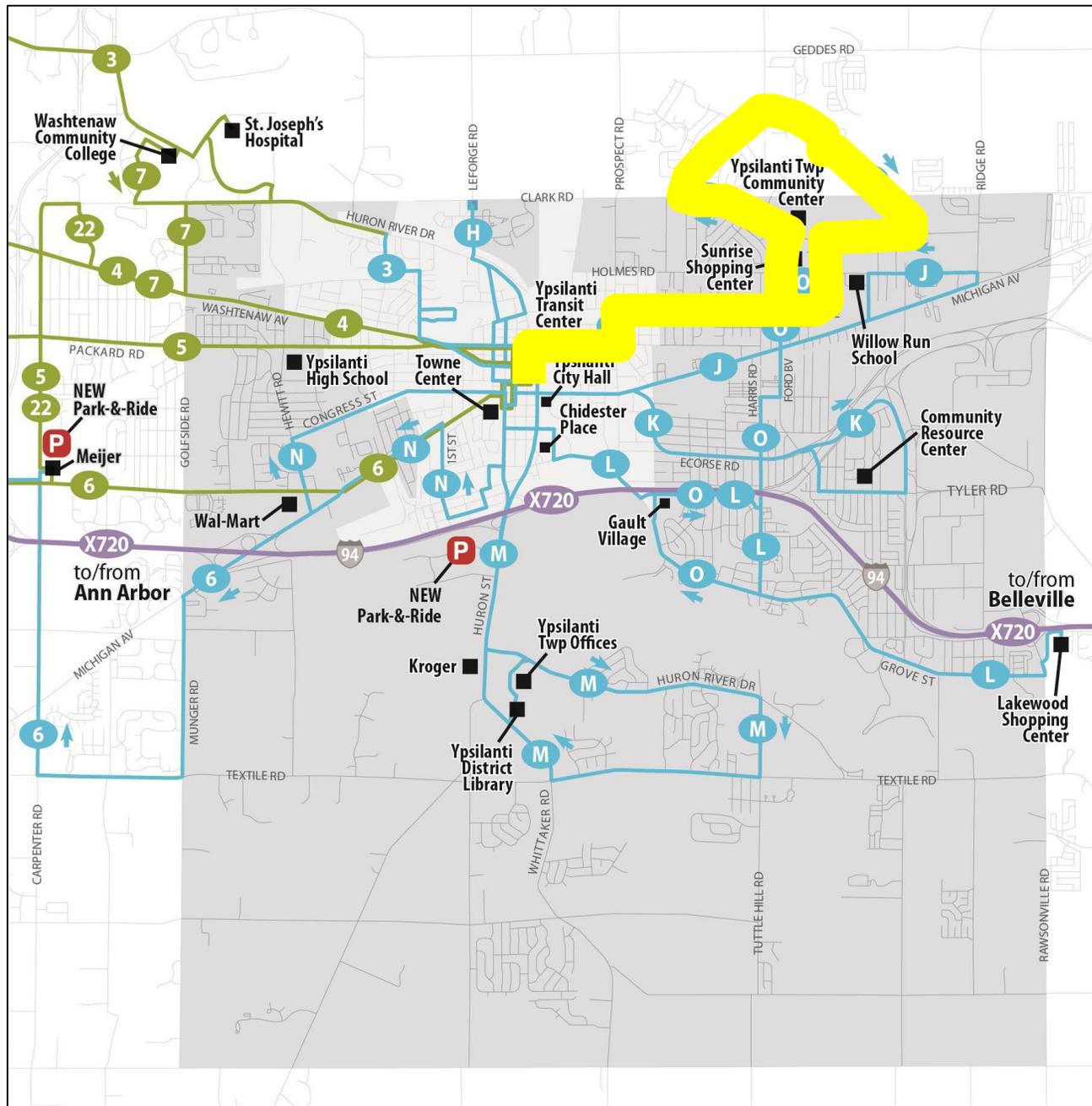
- New Route 61
- Increased frequency in Ann Arbor on Route 6 to run every 15 minutes on weekdays, AA – Meijer on Carpenter



These routes proposed to have

more frequent service

Service began 2016



Modified Route 10 Forest-MacArthur

42

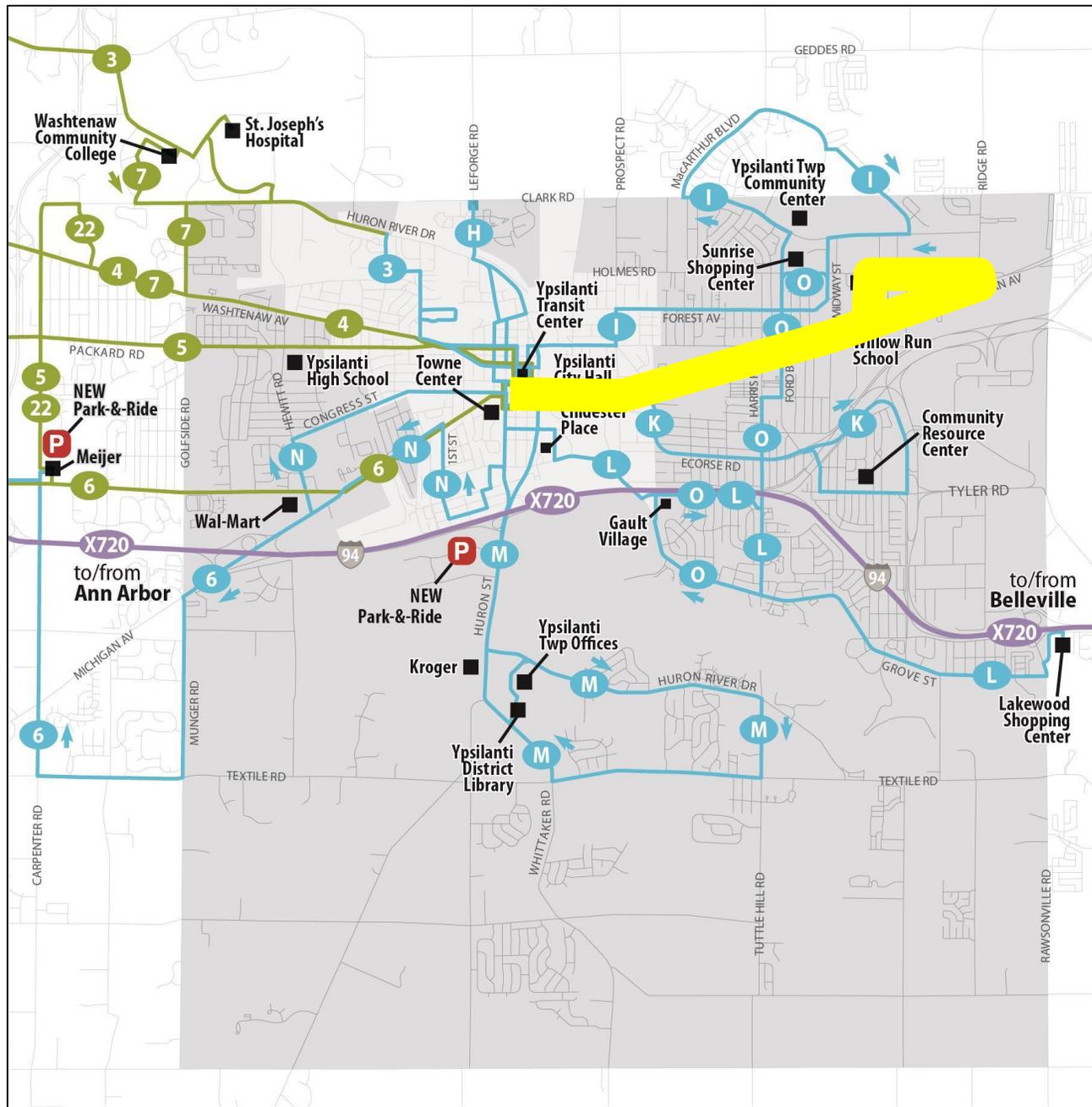
*Service began
May, 2016*

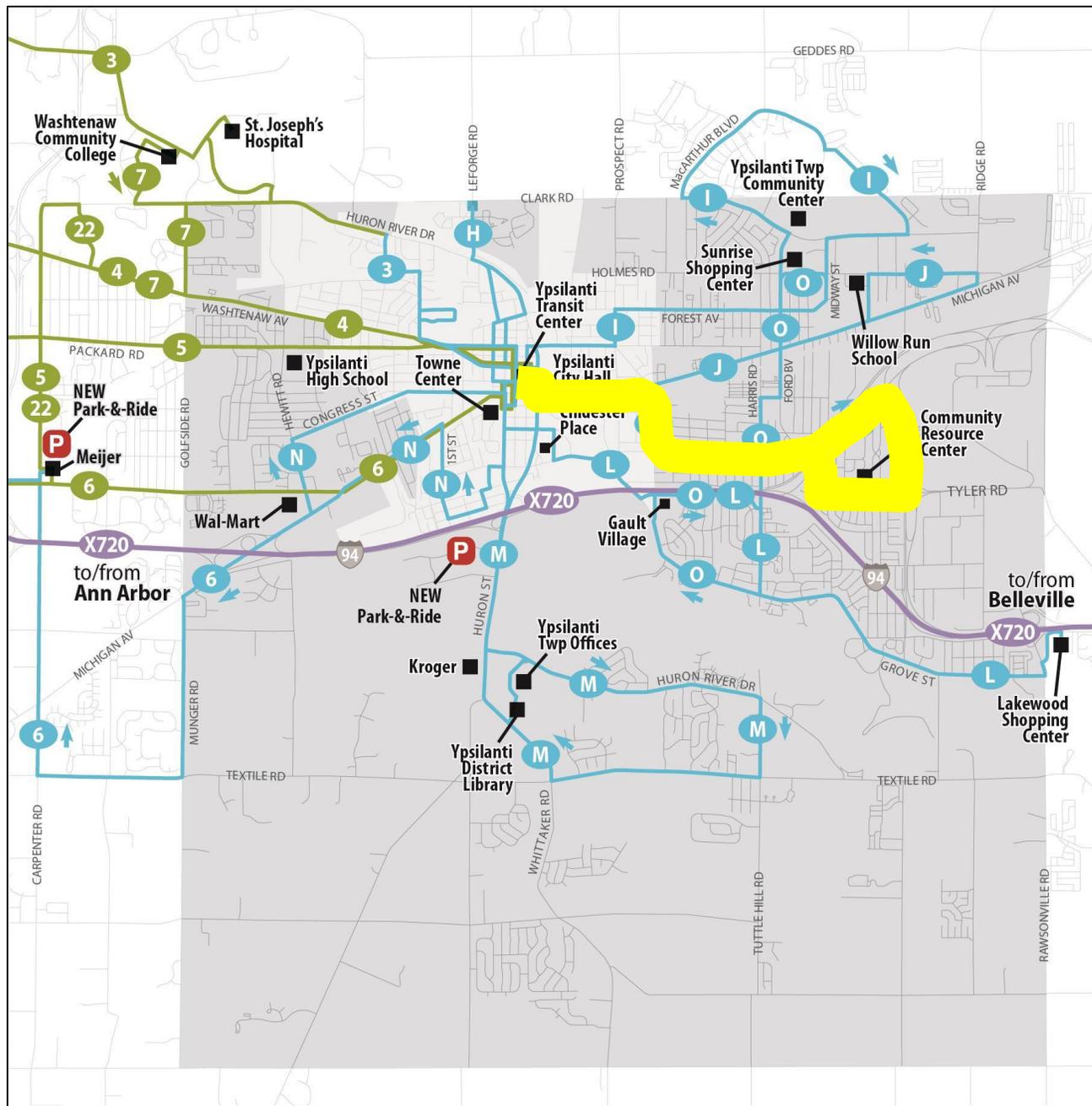
7 days a week

Modified Route 10 East Michigan Avenue

43

*Service began
May, 2016
7 days a week*

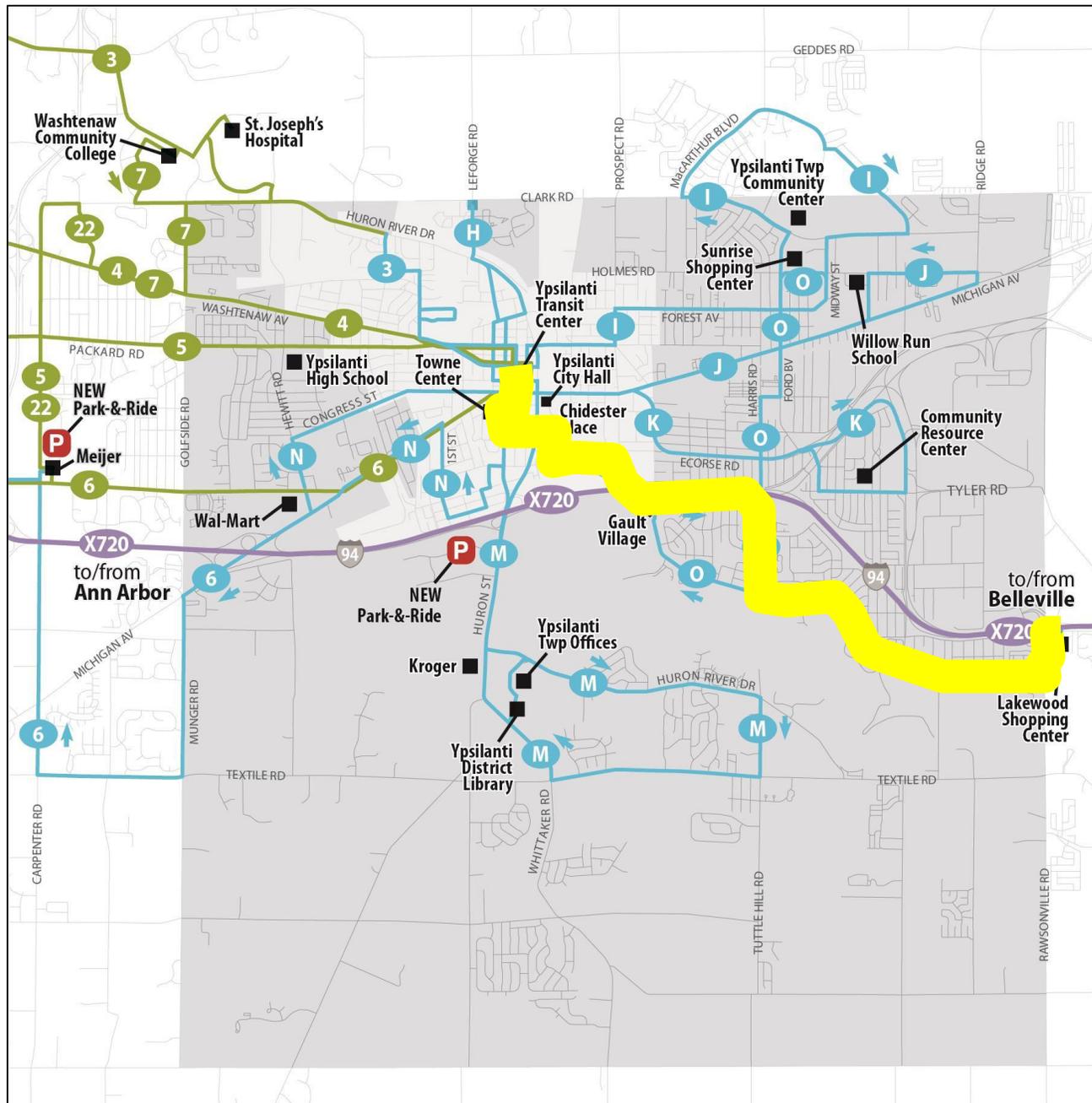




Modified Route 11 Ecorse-Tyler

44

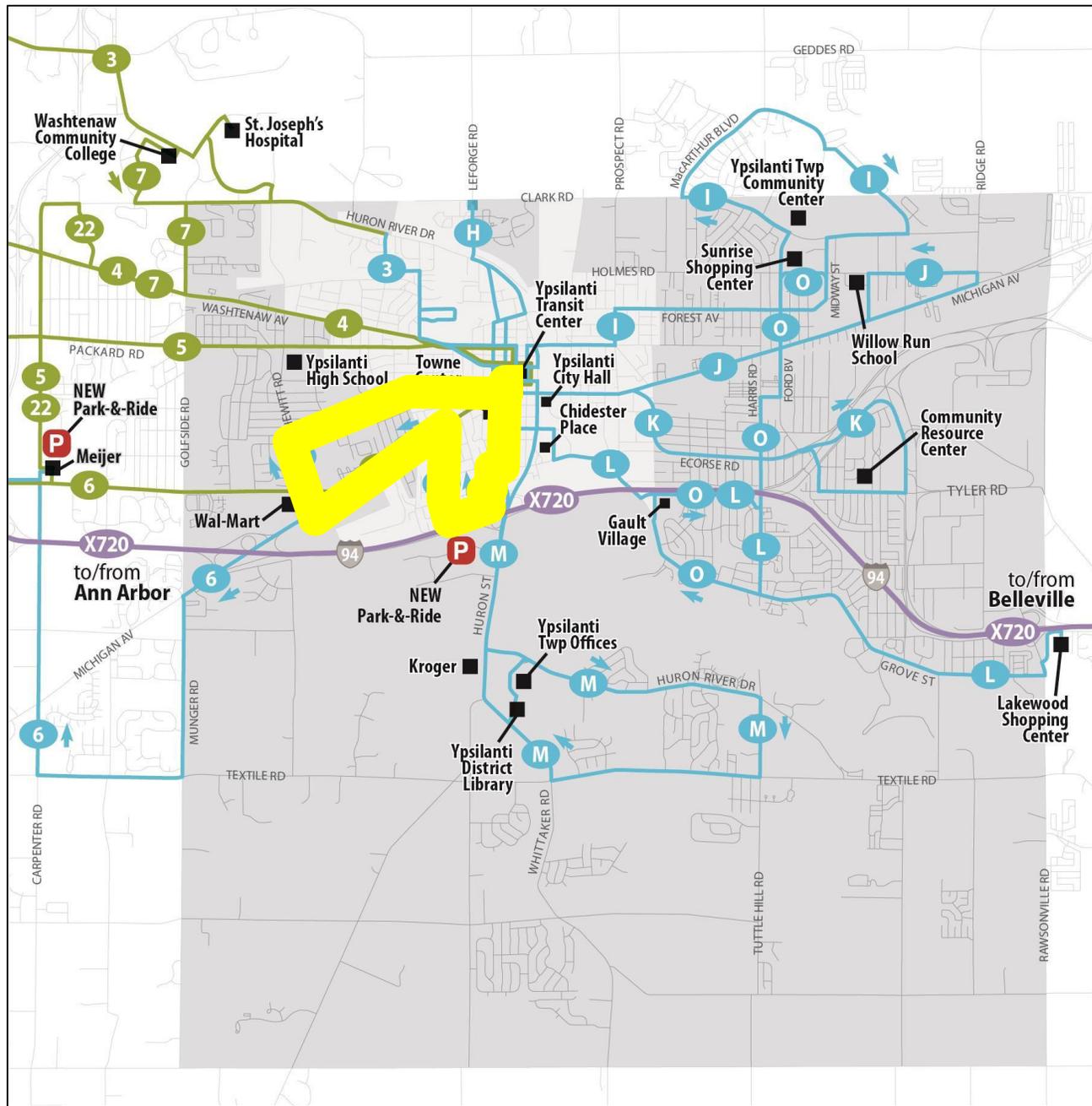
*Service began
May, 2016
7 days a week*



Modified Route 20 Grove to Lakewood

45

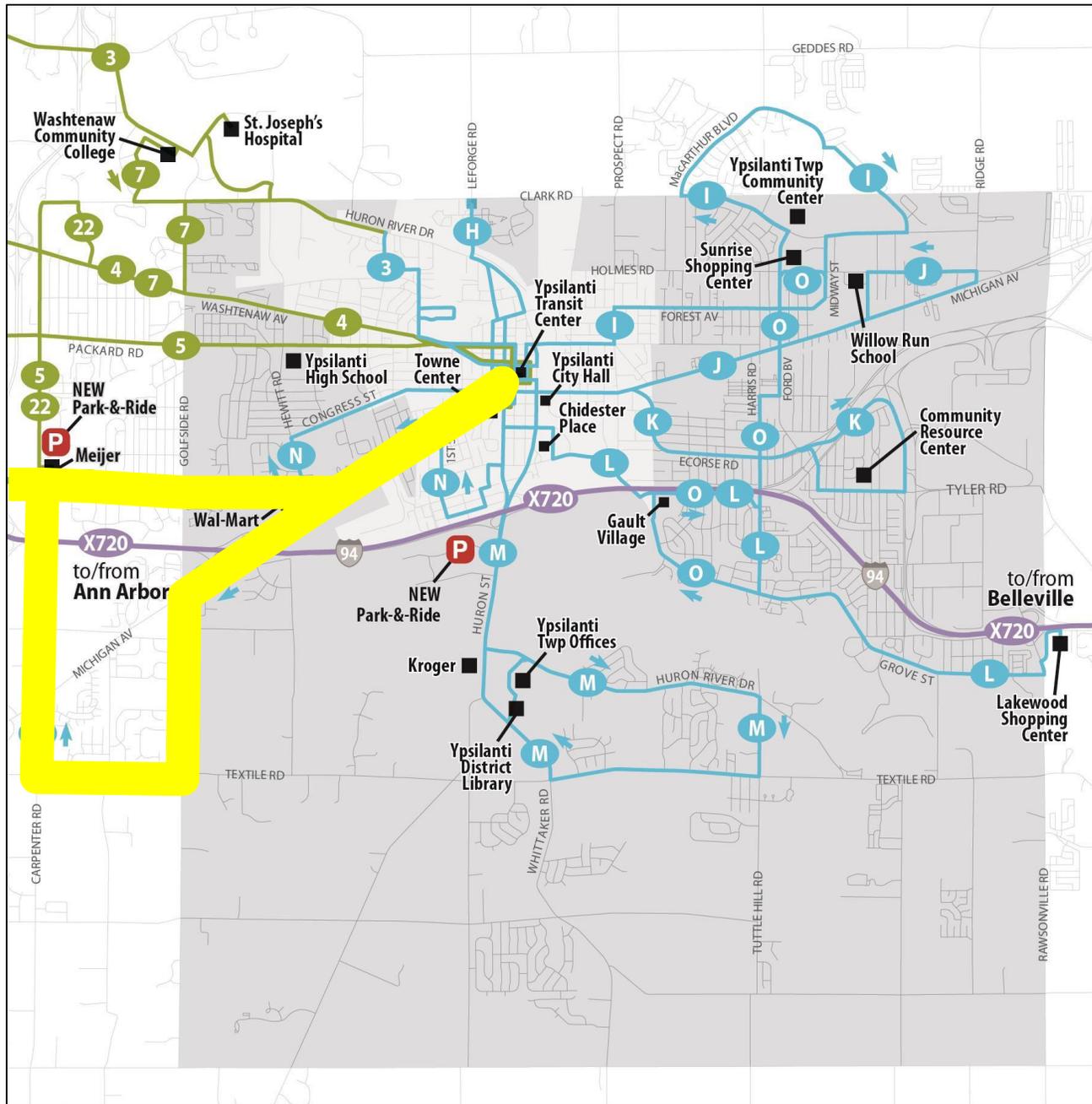
*Service began
May, 2016
7 days a week*



Proposed Route N
modified, became
Harriet-West Michigan

47

*Service began
May, 2016
7 days a week*



Proposed Route 6D
Extensively modified
became

67

*Service in Pittsfield Twp.
only*

*Meijer Carpenter Rd. to
Walmart Michigan Ave.*

Service Implementation

2014 – 2018

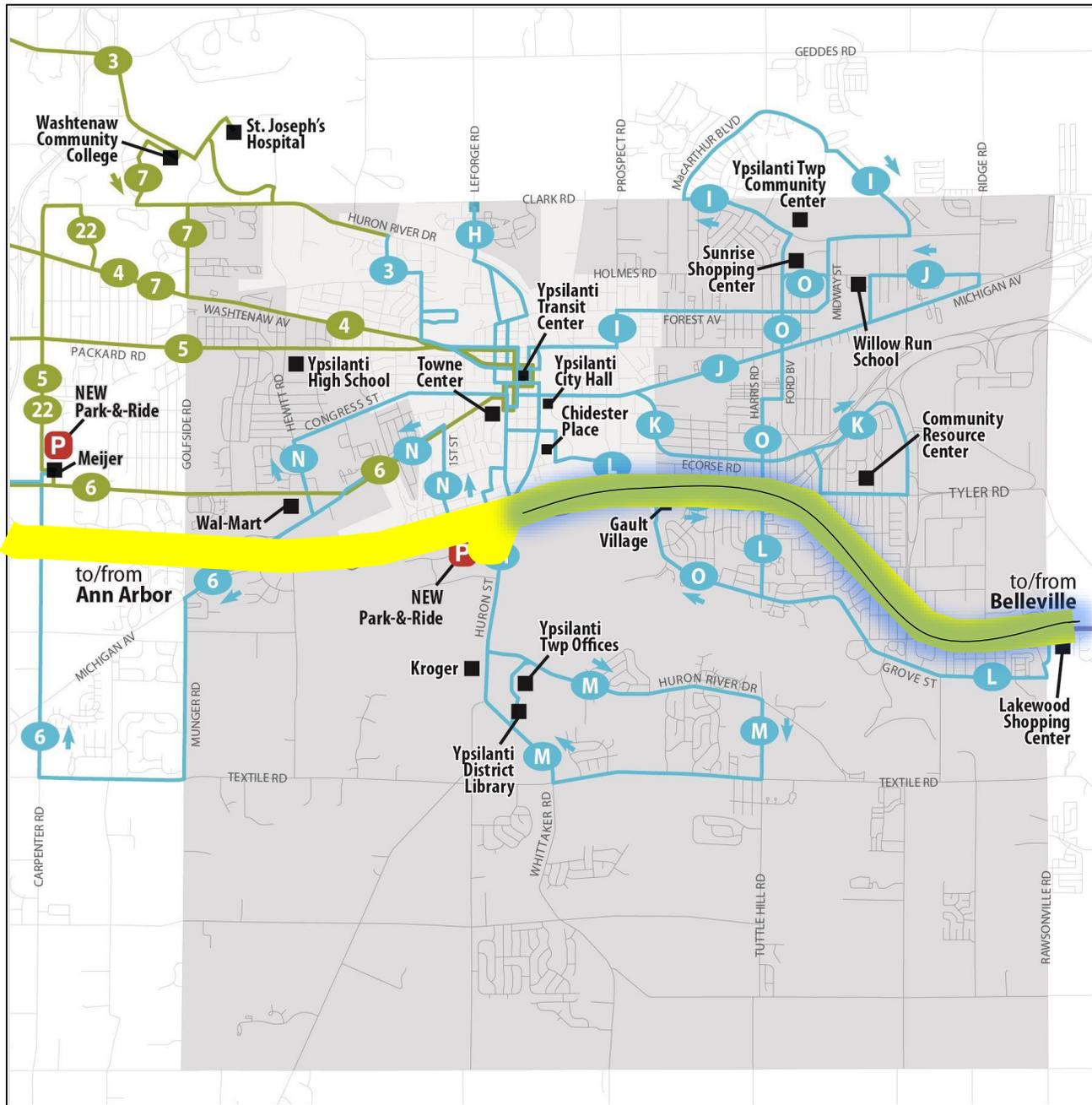


September 2017

- FlexRide began operation
Dial-a-Ride
9-5 operation

January 2018

- New Ypsilanti Township Express Route 81

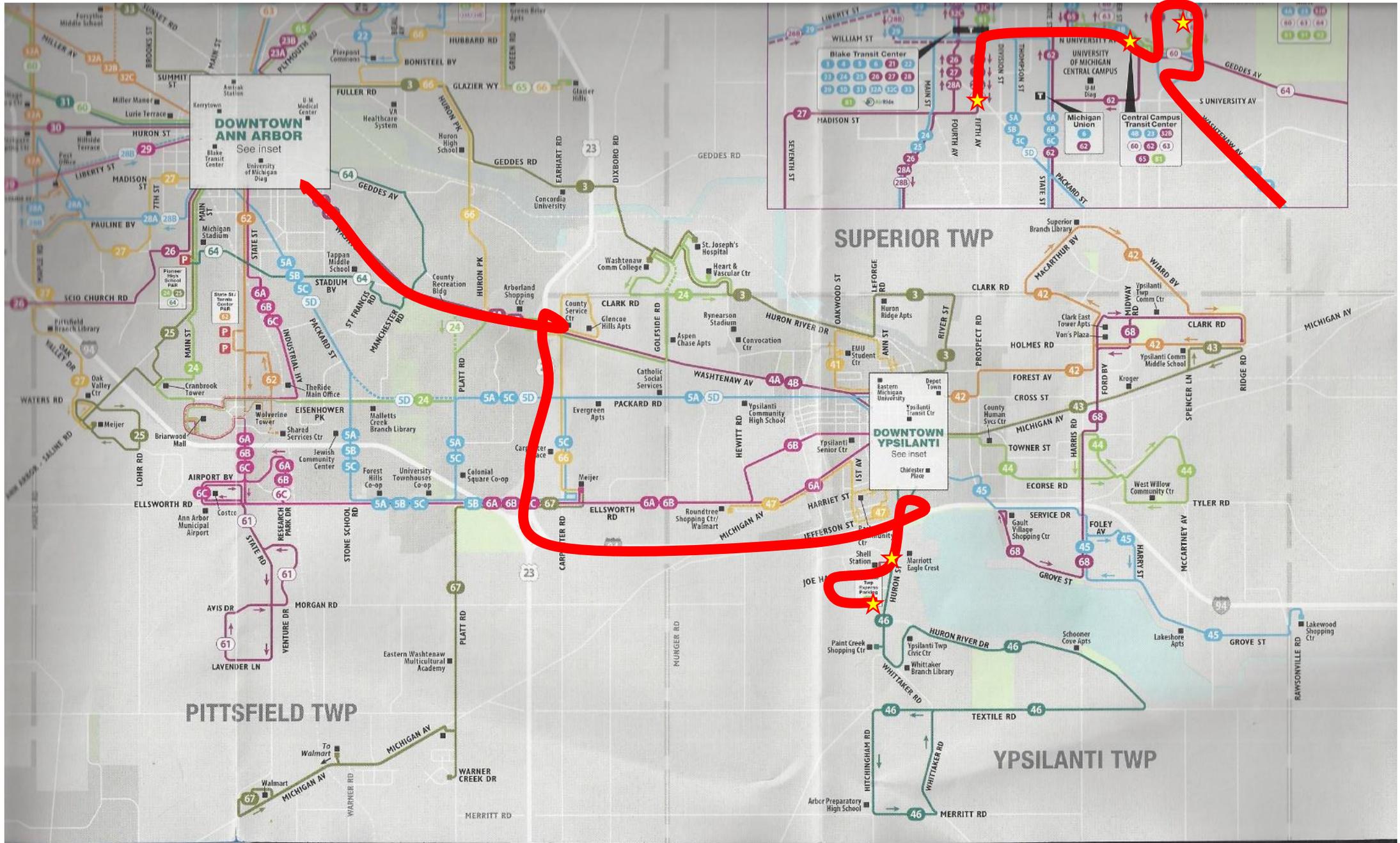


Modified proposal
became Route

81

*Service began
January 29, 2018*

*5 days a week,
two morning,
two evening*



Actual route

81

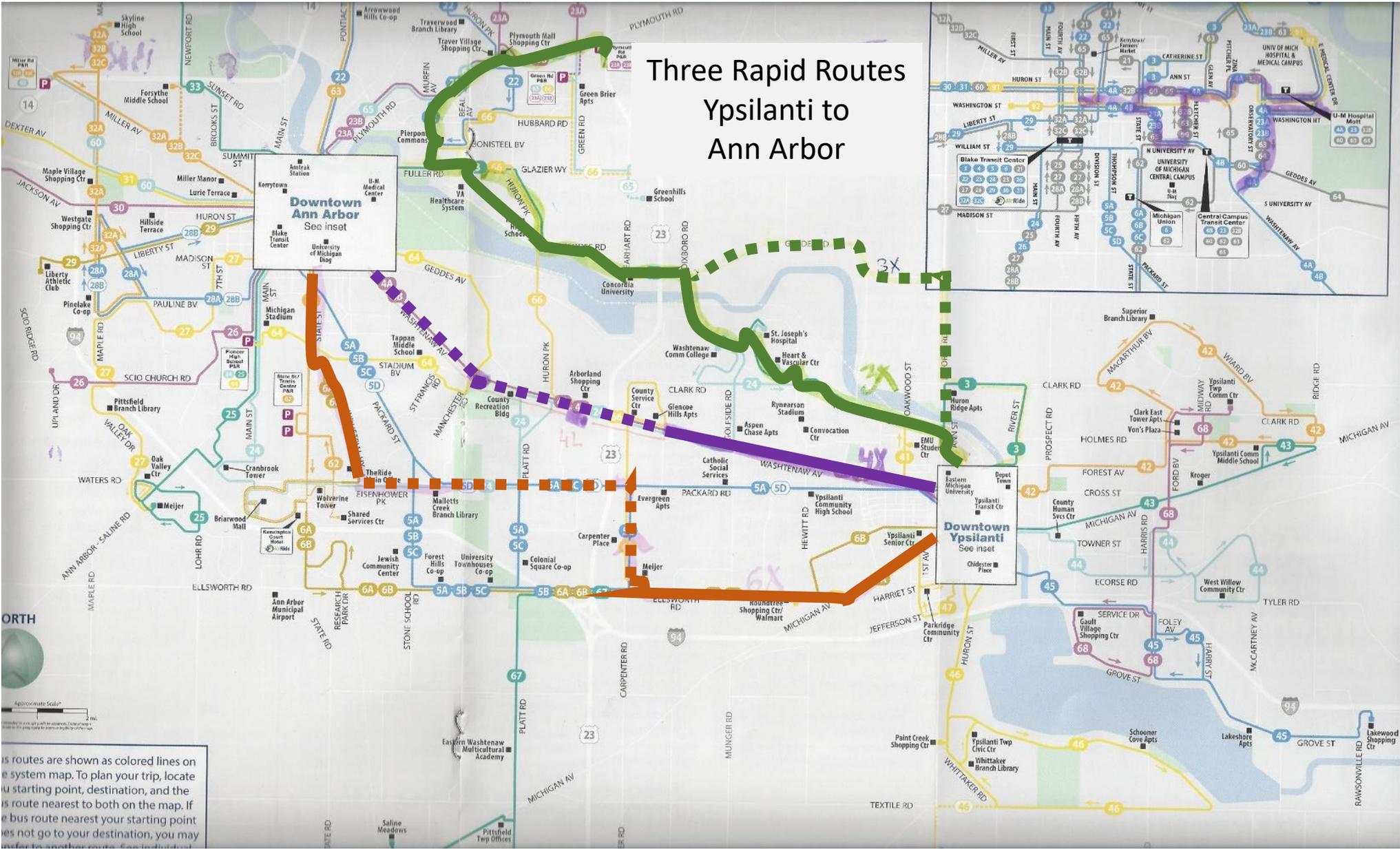
Service Implementation 2014 – 2018



August 2017

- Schedule adjustments made to improve timing between 32A/B/C trips on Miller Rd
- Other service adjustments made to Route 21, Route 24, Route 25, Route 32, and Route 64
- Route 46 revised to provide service in both directions on Huron River Dr. and Textile Rd.
- Route 46 expanded to serve Hitchingham, Merritt, and Whittaker Roads
- Through-Route Service at Homes & Ridge; Riders can now connect between Route 68 and Route 43 without changing buses.
- Riders in the Route 68 area can now ride in downtown Ypsilanti without a transfer

Three Rapid Routes Ypsilanti to Ann Arbor



These routes are shown as colored lines on the system map. To plan your trip, locate your starting point, destination, and the route nearest to both on the map. If the bus route nearest your starting point does not go to your destination, you may need to transfer to another route. See individual

current Ypsi route map

Paratransit

- Senior & Handicap:
Within $\frac{3}{4}$ mile of all fixed routes
- FlexRide

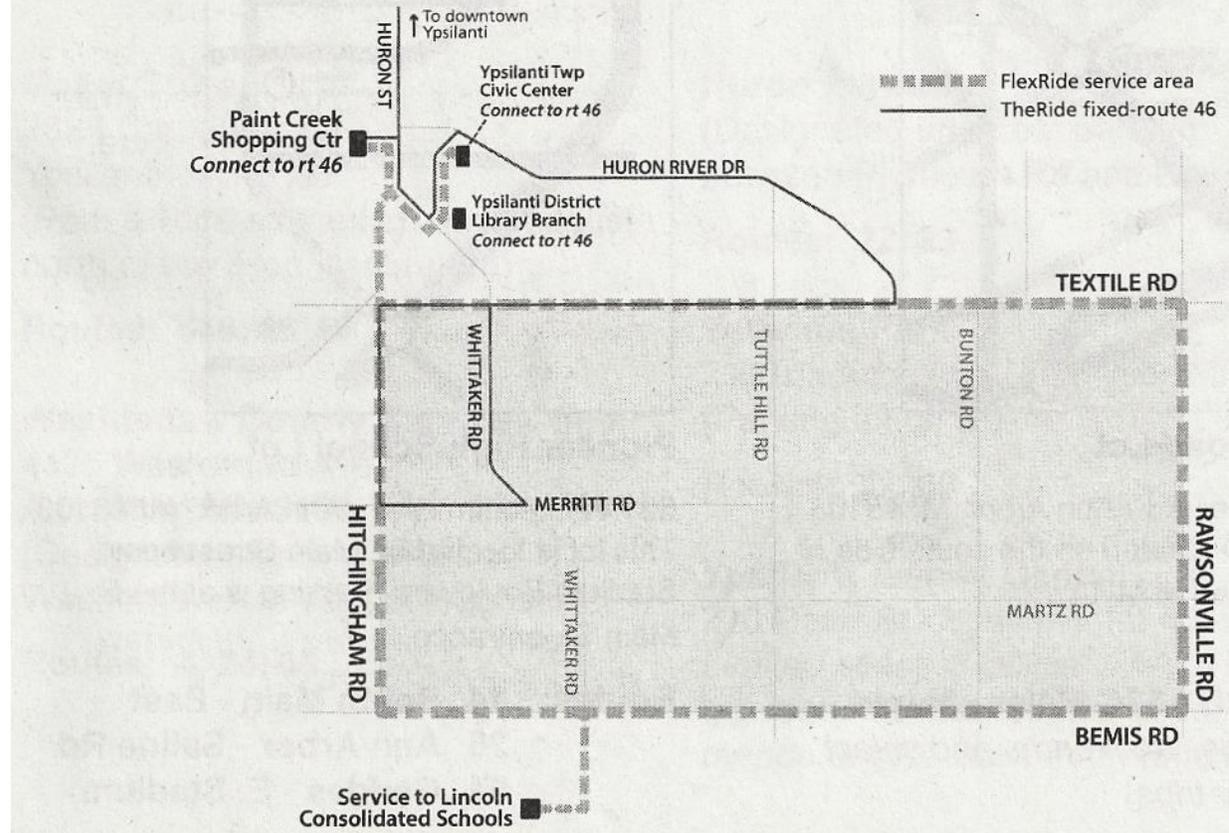
When can I use the FlexRide service?

- Service is available Monday – Friday from 9:00 a.m. to 5:00 p.m.
- Rides are available the same-day and next-day with a reservation.
- No Saturday, Sunday or Holiday Service

How much does it cost to use FlexRide?

- \$1 per trip (one-way)

For more details visit MyFlexRide.org



COMMUNITY CONNECTED

Record Ridership and Rider Satisfaction



Record Ridership

- Total Ridership: **6,879,996** including Fixed-Route, NightRide, AirRide, A-Ride, Senior GoldRide, and Express Routes
- Fixed Route Ridership **up 5%** from FY 2016 to FY 2017
- Demand Response Ridership **up 3%** from FY 2016 to FY 2017

Record Ridership

FAMILY OF SERVICES RIDERSHIP

 **TheRide** **6,596,905**
local fixed route rides

 **GoldRide** **17,273**
rides

 **AirRide** **84,752**
rides

 **MyRide** **14,409**
rides

 **ARide** **109,660**
accessible vehicle rides

 **Park&Ride** **729**
spots used daily

 **ExpressRide** **26,212**
rides

 **VanRide** **524**
vanpools

 **NightRide** **23,634**
rides

 **iShareaRide** **119**
Registered carpools

Never in our history have we provided more rides and services than in the last year. This is due in part to our expanded services, but as you'll see, it also has to do with how the community feels about TheRide.

Rider Satisfaction

Our riders are positive or neutral on...

Driver courtesy:

95%

Cleanliness of buses:

93%

Conditions at bus stops:

93%

Quality of service
information:

92%

Rider and Community Satisfaction

ACCESSIBILITY



81%

agree AAATA's ongoing service improvements make it easier to get to local jobs.

98%

agree that it's important to provide transit for seniors and people with disabilities

100%

of fixed-route buses contain accessibility features for people with disabilities

Rider and Community Satisfaction

SAFETY



96%

are neutral or satisfied with safety from bus accidents

95%

are neutral or satisfied with level of personal security when using our services

Rider and Community Satisfaction

RELIABILITY



100%

of scheduled local fixed-route trips operated

85%

on-time performance

Rider and Community Satisfaction

ENVIRONMENTAL RESPONSIBILITY



100%

of buses use biodiesel fuel

56%

of buses are hybrid electric

81%

agree AAATA helps control local
air pollution

76%

agree AAATA is mitigating climate
change

ECONOMIC
RESPONSIBILITY



82%

agree AAATA helps the economy

82%

agree more transit creates access to
more affordable housing options

72%

agree AAATA provides a good
alternative to owning a car

You don't have to take our word for it though.

Here's what some of our riders have to say for themselves:

Riders in Their Own Words



“I enjoy the independence that I have being able to ride the bus and am happy with the expanded routes and times.”

– Kathleen



“The new Sunday service in Ypsilanti makes it so I can work.”

– Wayne



“I use the bus tracking tool on my phone, and it saves me from waiting out in the cold.”

– Daniel

BUDGET CONSCIOUS

Fiscal Year 2017 Financials



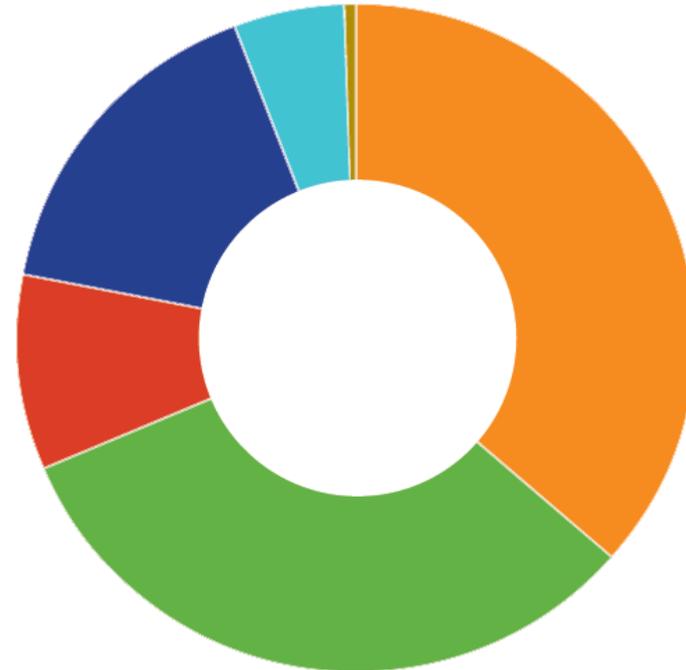
BUDGET CONSCIOUS

AAATA's commitment to delivering comprehensive mobility services to the community is matched only by our commitment to controlling costs and tightening our balanced budget:

- **We have no long-term debt**
- **We have no unfunded liabilities**
- **We continually receive clean audits**

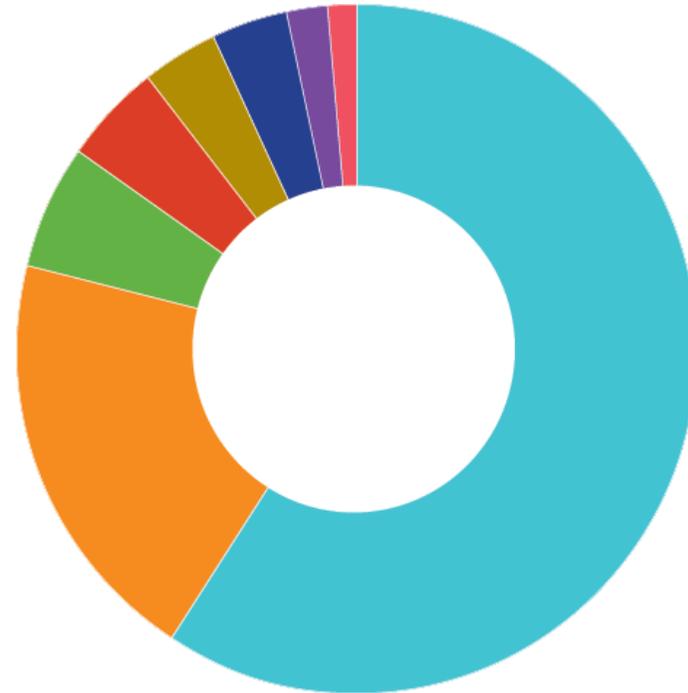
Operating Revenue

Local Property Taxes:	36.4%
State:	32.3%
Federal:	9.4%
Sponsored/Passenger Fares:	16.2%
Other Cities & Townships:	5.2%
Other:	.5%



Operating Expenses

Employee Costs:	59.3%
Purchased Transportation:	19.6%
Purchased Services:	6.1%
Materials & Supplies:	4.7%
Fuel & Lubricants:	3.5%
Other:	3.7%
Insurance:	1.9%
Lubricants:	1.2%



BUDGET CONSCIOUS SUMMARY

Every dollar invested locally is matched by both state and federal funding. And, our transparent revenue and spending statements show that the community has invested wisely in TheRide.

The full Citizen Report will be available soon at

TheRideCitizenReport.org

We're looking forward to sharing it with you.



Ann Arbor Area Transportation Authority
Dawn Gabay Operations Center
2700 S. Industrial Hwy. | Ann Arbor, MI 48104

TheRideCitizenReport.org



PROMISES KEPT SUMMARY

As you can see, there's a trend of consistently expanding and improving service in recent years, and while the promises we've made have been ambitious, we've kept them through sound civic planning and a strong sense of fiscal responsibility.

COMMUNITY CONNECTED

We're happy to see that the community we serve is taking notice of our continuing service improvements and commitment to economic as well as environmental responsibility.

We're proud to report that this has led to record ridership and impressive community survey results.

To summarize, some thoughts from **TheRide CEO Matt Carpenter** are quite fitting:

"We're proud to have delivered on our promises, and we are thrilled that residents are riding more often. And ridership is at an all-time high.

We are also excited about continuing to make a difference in people's lives throughout the area and helping them get to jobs, medical appointments, shopping, and more."



CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR 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 Lovejoy Roe, Treasurer Doe, Trustees: Heather Jarrell Roe and Monica Ross-Williams

Members Absent: Trustees: Stan Eldridge and Jimmie Wilson, Jr.

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Mr. Kellar, Township Resident spoke in favor of adopting a snow ordinance.

Arloa Kaiser, Township Resident spoke against instituting a snow ordinance.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 20, 2018 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MARCH 6, 2018 IN THE AMOUNT OF \$885,302.60

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

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #5

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Budget Amendment #5 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
PAGE 2**

2. RESOLUTION 2018-06, APPROVAL OF THE WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN 2017 AMENDMENT.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to table until Evan Pratt, Water Resource Commissioner could do a presentation at a Board meeting.

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

The motion carried unanimously.

3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF A PROFESSIONAL SERVICES QUOTE FROM JAMES LEFFEL AND COMPANY FOR A REPLACEMENT RUNNER SHAFT BEARING, RUNNER SHAFT AND BOLTS FOR RUNNER #2 IN THE AMOUNT OF \$110,669.00 BUDGETED IN LINE ITEM #252-252-000-977-000.

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Michael Saranen, Hydro Operations for Approval of a Professional Services Quote from James Leffel and Company for a Replacement Runner Shaft Bearing, Runner Shaft and Bolts for Runner #2 in the Amount of \$110,669.00 Budgeted in Line Item #252-252-000-977-000.

The motion carried unanimously.

4. REQUEST AUTHORIZATION TO POST AND FILL FINANCE COORDINATOR POSITION FOR 14-B DISTRICT COURT.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request for Authorization to Post and Fill Finance Coordinator Position for 14-B District Court.

The motion carried unanimously.

5. REQUEST AUTHORIZATION TO POST AND FILL ECONOMIC DEVELOPMENT DIRECTOR POSITION

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Request to Post and Fill Economic Development Director Position with conditions.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
PAGE 3**

- 6. REQUEST APPROVAL FOR PRELIMINARY SITE PLAN AND SPECIAL LAND USE APPROVAL FOR INSTALLATION AND OPERATION OF A PROPOSED 150 FOOT UNMANNED TELECOMMUNICATIONS FACILITY WITHIN A 10,000 SQUARE FOOT LEASED AREA LOCATED AT 6400 TEXTILE RD, PARCEL ID# K-11-29-200-028.**

A motion was made by Clerk Lovejoy Roe, supported by Treasure Doe to Approve Request for Preliminary Site Plan and Special Land Use Approval for Installation and Operation of a Proposed 150 Foot Unmanned Telecommunications Facility within a 10,000 Square Foot Leased Area Located at 6400 Textile Rd., Parcel ID # K-11-29-200-028 with the following conditions:

- 1. A \$25,00.00 security bond or letter of credit for removal of tower**
- 2. Fencing shall adhere to the requirements of the Township Zoning Ordinances; barbed wire fence shall not be permitted at this location**
- 3. Additional lighting details shall be provided by the applicant**
- 4. The tower shall not exceed 150ft in height**
- 5. All conditions authorized in reviewing agencies letters presented to the Township Planning Commission.**

The motion carried unanimously.

- 7. REQUEST APPROVAL OF ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT WITH BONNER ADVISORY GROUP FOR SERVICES IN AN AMOUNT OF \$150.00 PER HOUR BUDGETED IN LINE ITEM #101-956-000-801-000 (see attached).**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Economic Development Advisory Services Agreement with Bonner Advisory Group for Services in an Amount of \$150.00 per hour Budgeted in Line Item #101-956-000-801-000

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK A REQUEST FOR PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER.**

A motion was made by Clerk Lovejoy Roe, supported by Jarrell Roe to Approve Request of Travis McDugald, IS Manager to Seek a Request for Proposals for a Preferred Network Cable Installer

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
 MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
 PAGE 4**

- 2. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE A NEW BOBCAT SKID STEER WITH MIDEAL PRICING CONTRACTS # 071B7700088 IN THE AMOUNT OF \$68,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000.**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Carl Girbach for Authorization to Purchase a New Bobcat Skid Steer with Mideal Pricing Contracts # 071B7700088 in the Amount of \$68,000.00 Budgeted in Line Item #101-265-000-977-000

The motion carried unanimously.

- 3. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE THE FOLLOWING VEHICLES WITH MIDEAL PRICING IN THE TOTAL AMOUNT OF \$180,179.00 BUDGETED IN LINE ITEM #595-595-000-985-000 (see attached).**

DESCRIPTION	DEPARTMENT	PRICE	MIDEAL CONTRACT#
F-150 4X2 6' BED	PARK RANGER	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 8' BED	RSD	\$23,505.00	#LDT-0083
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X4 W/VEE PLOW	SHERIFF	\$36,709.00	#3298-0092

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Carl Girbach for Authorization to Purchase the Following Vehicles with Mideal Pricing in the Total Amount of \$180,179.00 Budgeted in Line Item #595-595-000-985-000

The motion carried unanimously.

- 4. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO AUCTION VARIOUS EQUIPMENT ITEMS LISTED IN HIS FEBRUARY 27, 2018 MEMO TO THE TOWNSHIP BOARD.**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Request of Carl Girbach for Authorization to Auction Various Equipment Items Listed in his February 27, 2018 Memo to the Township Board

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
PAGE 5**

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

The meeting was adjourned at 7:30 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #5 - REVISED**

March 6, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$8,189.00

Request to increase revenue and expenditure to reflect the funds of \$8,188.58 received from the public nuisance lawsuit for vacant property located at 930 Hunter, Ypsilanti, MI. This is funded by a settlement check received by the Township on February 22, 2018.

Revenues:	Settlements & Judgements	101-000-000-655.100	\$8,189.00
		Net Revenues	<u>\$8,189.00</u>
Expenditures:	Public Nuisance - Legal Svcs	101-950-000-801.023	\$8,189.00
		Net Expenditures	<u>\$8,189.00</u>

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

Total Increase \$222,700.00

Request to increase budget for Connecting Communities Initiative Grant with Washtenaw County. The total grant is \$154,700. The Township's share is \$29,000. The Township will pay expenditures and will be reimbursement \$125,700 from the County after project is completed. This will be funded by a partial Grant reimbursement and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$29,000.00
	County Grant	212-000-000-540.000	\$125,700.00
		Net Revenues	<u>\$154,700.00</u>
Expenditures:	Capital Outlay -Pathway	212-970-000-997.007	\$154,700.00
		Net Expenditures	<u>\$154,700.00</u>

Request to increase budget to purchase a skid steer sweeper to remove snow from sidewalks. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$68,000.00
		Net Revenues	<u>\$68,000.00</u>
Expenditures:	Equipment	212-970-000-977.000	\$68,000.00
		Net Expenditures	<u>\$68,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #5 - REVISED**

March 6, 2018

595 - MOTOR POOL FUND

Total Increase \$181,929.00

Request to increase budget to purchase 7 new fleet vehicles for the Township at a total of \$180,179. These vehicles are listed in a memo request by Carl Girbach to replace needed vehicles. An estimated \$1,750 (\$250 per vehicle) will be needed for Township decals. The departments receiving the new vehicles will be paying the Motor Pool fund back over a 5 year period for the use of the vehicles and will continue to pay a maintenance amount as long as they have said vehicle. This will initially be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595-000-000-699.000	\$181,929.00
		Net Revenues	<u>\$181,929.00</u>
Expenditures:	Capital Outlay - Vehicles	595-595-000-985.000	\$181,929.00
		Net Expenditures	<u>\$181,929.00</u>

Motion to Amend the 2018 Budget (#5 Revised):

Move to increase the General Fund budget by \$8,189 to \$9,019,869 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$222,700 to \$1,749,458 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$181,929 to \$460,191 and approve the department line item changes as outlined.

ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT

This Economic Development Advisory Services Agreement (“Agreement”) made effective the 1st day of March, 2018 (“Effective Date”) by and between Charter Township of Ypsilanti, Michigan, whose address is 7200 S Huron Dr, Ypsilanti, MI, 48197 (Township), and Bonner Advisory Group, LLC, a Michigan limited liability company, whose address is 4875 Sawgrass Drive West, Ann Arbor, MI 48108 (Bonner Advisory Group).

RECITALS:

- A. The Township is engaged in economic development initiatives and programs that are critical to the vitality and sustained success of its commercial and industrial tax base. The Township has identified a need for professional advisory services to enhance these economic development initiatives and programs;
- B. Bonner Advisory Group is a firm uniquely qualified to deliver professional advisory services that meet the defined objectives of the Township’s economic development initiatives and programs;
- C. The Township and Bonner Advisory Group believe it to be in their mutual best interests to memorialize their agreement for the provision of economic development advisory services in writing.

NOW, THEREFORE, for the valuable consideration explained in this Agreement, the parties agree to the following terms and conditions:

1. **Scope of Economic Development Advisory Services.** Bonner Advisory Group agrees to perform the following economic development advisory services for and on behalf of the Township in accordance with the terms and conditions of this Agreement:

- Provide technical assistance and support to the Township for high priority real estate development for retail, residential, commercial, manufacturing, and ACM.
- Develop an Economic Development Director (EDD) job description
- Advise Township on proper services to post EDD position
- Recruit candidates to apply for EDD position
- Review resumes and narrow list of candidates for EDD
- Conduct preliminary interviews and narrow a list of candidates to a final three.

2. **Compensation.** For and in consideration of the scope of services performed, the Township agrees to pay Bonner Advisory Group an hourly rate of \$150.00.

3. **Term of Agreement.** This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect on an as-needed-basis, unless terminated by either party.

4. **Limitation on Services.** During the term of this Agreement, Bonner Advisory Group and its employees, agents and representatives will be a non-exclusive agent of the Township. Bonner Advisory Group may devote as much time and energy as Bonner Advisory Group deems appropriate in providing its scope of services to the Township. The parties acknowledge and agree that Bonner Advisory Group shall not, at any time during the Term of this Agreement, be obligated to do the following:

- 4.1 Devote its full time and attention to providing the scope of services as referenced above.
- 4.2 Review, prepare, present, bid, negotiate or settle on behalf of the Township any legal documents, disputes or actions.
- 4.3 Purchase, supply, obtain or acquire any materials, supplies, equipment, tools, employees, consultants, sub-consultants or any other items that may assist the Township with the following: (i) consummating or renewing a contract with a potential or current customer; (ii) delivering the Township's products or services; or (iii) otherwise assisting with the operations of the Township.
- 4.4 Promote or solicit for sale or contract the Township's products or services to any other person, customer, individual, organization, Township, corporation or other legal entity other than those identified and targeted by the Township and Bonner Advisory Group in writing.
- 4.5 Perform any act that is illegal, immoral or not in compliance with any applicable federal, state and local statutes, rules, laws, regulations, ordinances, codes and opinions.

5. **Duration of Compensation.** Township shall have the sole right to change, modify or discontinue all or any part of the scope of services, now or hereafter subject to this Agreement, and the Township shall incur no liability to Bonner Advisory Group by virtue of any decision to discontinue, continue, change or modify in any manner all or any part of the scope of services. If the Township terminates this Agreement, Bonner Advisory Group shall be compensated for services rendered through the termination date.

6. **Expenses.** Township shall be required reimburse Bonner Advisory Group for any travel and other entertainment or other expenses incurred by Bonner Advisory Group while performing its scope of services under this Agreement, including, but not limited travel expenses, trade shows, conferences, entertainment, etc., provided that such expenses are discussed by the parties and are approved in advance by the Township.

7. **Independent Contractor Status.** In furnishing its services under this Agreement, the Bonner Advisory Group shall be acting as an independent contractor in relation to the Township. Accordingly, Bonner Advisory Group shall have no authority to act for or on behalf of the Township or to bind the Township without the Township's express written consent. Bonner Advisory Group and its members, managers, employees and agents

shall not be considered as having employee status for workers' compensation insurance or any other employee benefit plan applicable to the Township's employees generally. Bonner Advisory Group is not and shall not be an owner, shareholder, member, officer or director of the Township whatsoever. Bonner Advisory Group is responsible for the reporting and payment of its own federal and state income, social security, unemployment and disability taxes.

8. **Employees or Agents of Bonner Advisory Group.** Bonner Advisory Group has the right to directly employ personnel for assisting in the performance of Bonner Advisory Group's duties under this Agreement. Bonner Advisory Group shall be solely responsible for its own personnel. Bonner Advisory Group shall not contract, appoint, employ or hire any person or agent to assist the Township without the prior written consent of the Township. Bonner Advisory Group shall always maintain adequate insurance against liabilities which may arise under the worker's compensation or similar laws of each state in which Bonner Advisory Group's employees work hereunder and maintain automobile liability insurance and comprehensive liability insurance for injuries to third parties and their property in such amounts that are customary for persons engaged in businesses similar to Bonner Advisory Group.

9. **Business Ethics and Conduct.** The successful operation and reputation of the Township is built upon principles of fair dealing and ethical conduct. The Township requires Bonner Advisory Group to carefully observe the letter and spirit of all applicable laws, regulations and ordinances governing Bonner Advisory Group's conduct and governing political contributions. The continued success of the Township is dependent upon its customers' trust. Bonner Advisory Group is expected to preserve that trust and to refrain from any illegal, dishonest or unethical behavior. Should Bonner Advisory Group be charged with any illegal or unethical conduct, Township may terminate this Agreement "for cause" in accordance with the provisions of paragraph 3 hereof; however, all compensation due and owing to Bonner Advisory Group for work performed shall be paid to Bonner Advisory Group as set forth in Paragraph 5 of this Agreement.

10. **Time.** Time is of the essence for all deadlines stated in this Agreement.

11. **Notices.** All notices or other communication required or permitted under this Agreement shall be served in writing by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at the address set forth above.

12. **Amendment.** No amendment, modification or termination of, or addition to, this Agreement shall be valid unless and until executed in writing by all parties to this Agreement.

13. **Binding Agreement.** This Agreement and all exhibits hereto, shall be binding on and inure to the benefit of the Township and any of its successors and assigns, whether by merger, consolidation, sale of assets as a going concern, or otherwise.

14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties to it, and supersedes all prior understandings, agreements,

arrangements and communications, whether oral or written, with respect to its subject matter.

15. **Governing Law.** This Agreement has been executed in, and will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

16. **Assignment.** Township and Bonner Advisory Group shall not assign its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided the assignee assumes by way of a written instrument all the terms and conditions of this Agreement including the obligation to pay all compensation hereunder.

17. **Counterparts; Copies.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Copies (PDF, photo static, facsimile or otherwise) of signatures to this Agreement will be deemed to be originals and may be relied on to the same extent as the originals.

18. **Severability.** If a provision contained in this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

19. **Consultation of Legal Counsel.** The parties to this Agreement expressly represent and warrant that they have each had an opportunity to have legal counsel review this Agreement, and that they fully understand and comprehend the terms of this Agreement, and that each party is entering into this transaction by and through their own, independent, free will.

20. **Authorized signatures.** The persons signing this Agreement represent and warrant that they are duly and fully authorized to execute it and do so in full compliance with any existing governance documents, corporate resolutions and/or applicable law.

The parties have executed this Agreement on 7 day of March, 2018.

TOWNSHIP:

By: Brenda L. Stumbo
Brenda L. Stumbo
Its: Township Supervisor

By: Karen Lovejoy Roe
Karen Lovejoy Roe
Its: Clerk

**Bonner Advisory Group, LLC, a
Michigan limited liability company**

By: Lukas A. Bonner
Lukas A. Bonner
Its: Managing Member

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MARCH 20, 2018 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	602,800.97
HAND CHECKS -	\$	44,910.02
CREDIT CARD PURCHASES-	\$	<u>7,570.48</u>
GRAND TOTAL -	\$	655,281.47

Clarity Health Care Deductible – JAN. & FEB. 2018

ACH EFT -	\$	27,766.79 (JAN.)
		44,589.94 (FEB.)
ADMIN FEE -	\$	1,325.49 (JAN.)
		1,074.50 (FEB.)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/20/2018	177953	A & R TOTAL CONSTRUCTION, INC.	1,160.60
03/20/2018	177954	A.F. SMITH ELECTRIC	2,187.28
03/20/2018	177955	ABBEY DOOR	1,453.00
03/20/2018	177956	ACCUSHRED LLC	160.00
03/20/2018	177957	ALAISHA MCCLAIN	100.00
03/20/2018	177958	AMAZON CAPITAL SERVICES	48.53
03/20/2018	177959	AMERICAN APPLIANCE HTG & COOLING	50.00
03/20/2018	177960	ANN ARBOR CLEANING SUPPLY	720.96
03/20/2018	177961	ANN ARBOR WELDING SUPPLY CO	6.82
03/20/2018	177962	APOLLO FIRE EQUIPMENT CO.	459.48
03/20/2018	177963	APPLIED IMAGING	1,849.59
03/20/2018	177964	ATCHINSON FORD	33.83
03/20/2018	177965	AUTO VALUE YPSILANTI	294.27
03/20/2018	177966	B/C CONTRACTORS, INC.	450.00
03/20/2018	177967	BRG CUSTOM HOMES	2,000.00
03/20/2018	177968	CARL ROWSEY	71.05
03/20/2018	177969	CARLISLE/WORTMAN ASSOCIATES	3,597.50
03/20/2018	177970	CENTEX HOMES	1,000.00
03/20/2018	177971	CHAMPION CHEVROLET	2,000.00
03/20/2018	177972	CHRISTMAN COMPANY	1,000.00
03/20/2018	177973	CONGDON'S	131.22
03/20/2018	177974	CONTI	14,817.00
03/20/2018	177975	DARIUS MCREE	100.00
03/20/2018	177976	DAWN, INC	6,500.00
03/20/2018	177977	DAYLAN JACKSON	115.00
03/20/2018	177978	DB DEVELOPMENT	1,165.00
03/20/2018	177979	DENNEY CONSTRUCTION SERVICES	4,050.00
03/20/2018	177980	DIRECT FITNESS SOLUTIONS	1,395.00
03/20/2018	177981	EMERGENCY VEHICLE SERVICES	757.00
03/20/2018	177982	EMERGENT HEALTH PARTNERS	6,321.07
03/20/2018	177983	ERIC BROWNING	12,056.00
03/20/2018	177984	ESRI	2,500.00
03/20/2018	177985	FIRE ENGINEERING	79.00
03/20/2018	177986	FONDRIEST ENVIRONMENTAL, INC	349.20
03/20/2018	177987	GORDON CRUMP	45.00
03/20/2018	177988	GRAINGER	1,027.37
03/20/2018	177989	GREAT LAKES TREE SERVICE	495.00
03/20/2018	177990	GREGORY CRUMP	75.00
03/20/2018	177991	HOLTZMAN & SILVERMAN	340.00
03/20/2018	177992	HOME DEPOT	240.27
03/20/2018	177993	JAMES JOHNSON IV	85.00
03/20/2018	177994	JOHN SMOLKO	980.00
03/20/2018	177995	KCI	1,857.09
03/20/2018	177996	LARDNER ELEVATOR COMPANY	210.00
03/20/2018	177997	MARK HAMILTON	1,500.00
03/20/2018	177998	MCMASTER-CARR	122.20
03/20/2018	177999	MESSENGER PRINTING	1,089.50
03/20/2018	178000	MICHELLE HARMON	100.00
03/20/2018	178001	MICHIGAN LINEN SERVICE, INC.	1,126.07
03/20/2018	178002	NAPA AUTO PARTS	235.86
03/20/2018	178003	O'BRYANS LOCK & KEY*	385.00
03/20/2018	178004	OFFICE EXPRESS	1,133.74
03/20/2018	178005	ORCHARD, HILTZ & MCCLIMENT INC	1,040.25
03/20/2018	178006	PM TECHNOLOGIES, LLC	930.91
03/20/2018	178007	PNC INSTITUTIONAL INVESTMENTS	17,613.57
03/20/2018	178008	PREMIER SAFETY & SERVICE	252.49
03/20/2018	178009	PRINTING SYSTEMS	564.49
03/20/2018	178010	PRIORITY ONE EMERGENCY	609.95
03/20/2018	178011	PULTE-GROUP, INC	2,839.00
03/20/2018	178012	RAINBOW REHAB CENTERS, INC.	1,000.00
03/20/2018	178013	RESIDEX, LLC	571.15
03/20/2018	178014	ROBERT VICK	1,000.00
03/20/2018	178015	RON BLEVINS	120.00
03/20/2018	178016	RON WHITTENBERG	81.05
03/20/2018	178017	SAM'S CLUB DIRECT	856.56
03/20/2018	178018	SHERWIN WILLIAMS COMPANY	32.08
03/20/2018	178019	SHRADER TIRE & OIL	609.60
03/20/2018	178020	SMEMSIC	270.00
03/20/2018	178021	SOCIETY FOR HUMAN RESOURCES	209.00
03/20/2018	178022	SOUTHERN COMPUTER WAREHOUSE	137.92
03/20/2018	178023	SPARTAN DISTRIBUTORS	497.35
03/20/2018	178024	STANDARD & POOR'S	2,000.00
03/20/2018	178025	STANTEC	3,848.75
03/20/2018	178026	STAPLES* - ACCOUNT #1026071	81.69
03/20/2018	178027	STATE OF MICHIGAN	200.00
03/20/2018	178028	STERICYCLE INC	192.82
03/20/2018	178029	TAMMIE KEEN	29.98
03/20/2018	178030	THE OAKS OF YPSILANTI LDHA, LP	3,448.00

A/P checks

03/16/2018 09:03 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 177953 - 178040

Check Date	Check	Vendor Name	Amount
03/20/2018	178031	TINA HOTCHKISS	652.00
03/20/2018	178032	TODD BARBER	775.00
03/20/2018	178033	UTILITIES INSTRUMENTATION SERV	6,182.50
03/20/2018	178034	VICTORY LANE	208.06
03/20/2018	178035	W.J. O'NEIL COMPANY	280.00
03/20/2018	178036	WASHTENAW AREA TRANSPORTATION STUDY	4,097.00
03/20/2018	178037	WASHTENAW COUNTY LEGAL NEWS	450.00
03/20/2018	178038	WASHTENAW COUNTY TREASURER#	468,562.50
03/20/2018	178039	YPSILANTI COMMUNITY	2,356.80
03/20/2018	178040	YPSILANTI TOWNSHIP PETTY CASH	175.00

AP TOTALS:

Total of 88 Checks:	602,800.97
Less 0 Void Checks:	0.00
Total of 88 Disbursements:	<u>602,800.97</u>

03/16/2018 09:09 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1
CHECK NUMBERS 177943 - 177952

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/06/2018	177943	IOAN CERNAU	3,000.00
03/05/2018	177944	AT & T	134.19
03/05/2018	177945	AT & T	31.31
03/05/2018	177946	COMCAST BUSINESS	1,239.00
03/05/2018	177947	STADIUM TROPHY	4.00
03/05/2018	177948	VERIZON WIRELESS	162.34
03/06/2018	177949	GLYNN COFFIE	465.00
03/08/2018	177950	JAMES LEFFEL & CO.	38,734.15
03/12/2018	177951	POSTMASTER	598.15
03/14/2018	177952	POSTMASTER	541.88

AP TOTALS:

Total of 10 Checks:	44,910.02
Less 0 Void Checks:	0.00
Total of 10 Disbursements:	44,910.02

HAND CHECKS

03/16/2018 10:07 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 29 - 30

Check Date	Check	Vendor Name	Description	Amount
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CREDIT CARDS

Bank CARDS COMERICA COMMERICAL CARD

03/20/2018	29 (E)	COMERICA BANK	TWO TICKETS FOR SPARK ANNUAL MEETING 4/1	150.00
			AA/YPSI REGIONAL CHAMBER - A2Y LEADERSHI	2,050.00
			NETWORK CABLES	64.79
			TIGHTS FOR YOUTH DANCE	29.90
			COSTUME EXCHANGE, PARENT PAYS COST	44.00
			COSTUME FOR YOUTH DANCE	38.90
			YOUTH DANCE COSTUME	38.90
			OFFICE SUPPLIES	31.50
			STACKABLE WASHER/DRYER (GAS) FOR STATION	1,259.00
			APA MEMBERSHIP	95.00
			TRAINING CD - "KEEP NEGATIVITY FROM INFE	197.00
			KEYS FOR DESKS	70.00
			HANGING ART DISPLAY EQUIPMENT	329.00
			SQL BACKUP AND FTP PROFESSIONAL LIFETIME	399.00
			SYNCOVERY PRO SINGLE USER FOR WINDOWS	63.49
			STAND UP DESKS	2,710.00
				<u>7,570.48</u>

CARDS TOTALS:

Total of 1 Checks:	7,570.48
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>7,570.48</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
February 1, 2018 THROUGH February 28, 2018

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	2,723,142.34	4,045,812.36	2,626,781.07	4,142,173.63
101 - Payroll	103,531.59	566,079.62	551,566.23	118,044.98
101 - Willow Run Escrow	143,075.52	43.90		143,119.42
206 - Fire Department	13,225.55	660,580.53	551,767.34	122,038.74
208 - Parks Fund	25,635.74	22.19	308.23	25,349.70
212 - Roads/Bike Path/Rec/General Fund	377,708.78	2,236.96	33,707.02	346,238.72
226 - Environmental Services	1,466,689.95	3,261.01	310,735.29	1,159,215.67
230 - Recreation	99,531.51	21,481.32	89,232.93	31,779.90
236 - 14-B District Court	677,960.58	109,472.56	598,335.81	189,097.33
244 - Economic Development	67,837.18	59.16		67,896.34
248 - Rental Inspections	130,445.10	10,690.46	37,247.38	103,888.18
249 - Building Department Fund	1,049,747.22	30,105.18	78,602.85	1,001,249.55
250 - LDFA Tax	19,424.22	16.96		19,441.18
252 - Hydro Station Fund	551,694.45	43,356.65	29,283.68	565,767.42
266 - Law Enforcement Fund	1,984,335.63	9,001.68	1,106,125.94	887,211.37
397 - Series "B" Cap. Cost of Funds	52,305.03	41.52	4,752.26	47,594.29
398 - LDFA 2006 Bonds	332,617.16	290.05		332,907.21
584 - Green Oaks Golf Course	72,734.18	29.99	46,363.23	26,400.94
590 - Compost Site	677,285.87	70,620.29	20,692.73	727,213.43
595 - Motor Pool	203,588.82	54,072.34	3,478.20	254,182.96
701 - General Tax Collection	28,207.17	3,779.22		31,986.39
703 - Current Tax Collections	13,351,992.41	6,108,296.17	314,896.25	19,145,392.33
707 - Bonds & Escrow/GreenTop	1,632,886.40	119,783.39	211,852.24	1,540,817.55
708 - Fire Withholding Bonds	73,909.88	12,532.59		86,442.47
893 - Nuisance Abatement Fund	66,398.98	97.61	326.04	66,170.55
ABN AMRO Series "B" Debt Red. Cap.Int.	218.95		218.95	0.00
GRAND TOTAL	25,926,130.21	11,871,763.71	6,616,273.67	31,181,620.25

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #6

March 20, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$11,641.00

Request to budget for the purchase of 5 streetlights along the walk path at Nancy Park. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$11,641.00
		Net Revenues	<u>\$11,641.00</u>
Expenditures:	Street Light Construction	101-956-000-926.050	\$11,641.00
		Net Expenditures	<u>\$11,641.00</u>

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

Total Increase \$17,705.00

Request to increase budget for OHM to provide Engineering Design Service for the Grove Road Pathway, part of the Connecting Communities Initiative. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$17,705.00
		Net Revenues	<u>\$17,705.00</u>
Expenditures:	Capital Outlay -Pathway	212-970-000-997.007	\$17,705.00
		Net Expenditures	<u>\$17,705.00</u>

590 - COMPOST FUND

Total Increase \$93,708.00

Request to increase the budget to purchase a McCloskey ST80T Track Stacker for use at the Compost Site. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$93,708.00
		Net Revenues	<u>\$93,708.00</u>
Expenditures:	Equipment	590-590-000-977.000	\$93,708.00
		Net Expenditures	<u>\$93,708.00</u>

Motion to Amend the 2018 Budget (#6):

Move to increase the General Fund budget by \$11,641 to \$9,031,510 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$17,705 to \$1,767,163 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$93,708 to \$558,514 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to administratively extend the one-year extension of the PD Stage I Preliminary Site Plan and Rezoning granted on March 21, 2017 for the Yankee Air Force, Inc. (YAM) and Michigan Aerospace Foundation (MAF) museum and conference center project at 1 Liberator Way.**
Copy: McLain & Winters, Township Attorneys
Date: March 12, 2018

The Yankee Air Force, Inc. (YAM) and the Michigan Aerospace Foundation (MAF) were granted approval of PD Stage 1 Preliminary Site Plan and Rezoning for their museum and conference center development at 1 Liberator Way on May 19, 2015. The original approval was for a two-year period ending May 18, 2017.

On March 21, 2017, YAM and MAF requested and were granted a one-year extension of the PD I Preliminary Site Plan and Rezoning as specified in Sec. 1918 of the Zoning Code. The first extension expires on May 18, 2018.

The Zoning Code does not afford the developer an opportunity to further extend the PD I Preliminary Site Plan and Rezoning. The developers and consultants working on this unique museum and conference center project have been working at a feverish pace to achieve PD II Final Site Plan approval by the May 18, 2018 deadline. If the deadline is missed, the PD I Preliminary Site Plan and Rezoning will expire and the applicant will have to start over with a new application. Due to circumstances largely beyond their control, they have faced significant delays as a result of a development collaboration with RACER Trust and American Center for Mobility for extensive environmental site work being done by RACER Trust that directly impacts groundwater remediation, stormwater management, and underground utilities infrastructure at the museum site.

In order to grant relief from the outcome of these unforeseen circumstances which have been largely out of the developer's control, I am requesting that the Board of Trustees administratively extend the PD I Preliminary Site Plan and Rezoning for an additional seven months to December 18, 2018. This extension will provide the developer and Township staff an opportunity to complete detailed engineering, craft a new comprehensive development agreement, and apply for PD II Final Site Plan approval by the end of the year.

CHARTER TOWNSHIP OF YPSILANTI

In consultation with legal counsel, I have confirmed that the Board of Trustees has authority to grant such relief for good cause. Given that this is a significant and unique project that will result in new economic development opportunities and help preserve the Township's rich and celebrated history, I respectfully request that such relief be granted for good cause as described.

Thank you for your thoughtful consideration.

Enclosures: March 21, 2017 PD I Extension Confirmation
 January 20, 2017 PD I Extension Request

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



Charter Township of Ypsilanti

Clerk's Office

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

March 22, 2017

Dennis Norton
Michigan Aerospace Foundation
807 Willow Run Airport
Ypsilanti, MI 48198

RE: *Request of Yankee Air Force, Inc. (YAM) and Michigan Aerospace Foundation (MAF) for a One Year Extension to the PD #21-2015 Stage 1 Site Plan and Rezoning Approval*

At the regular meeting held on March 21, 2017, the Charter Township of Ypsilanti Board of Trustees authorized the request of Yankee Air Force, INC (YAM) and Michigan Aerospace Foundation (MAF) for a one year extension to the PD #21-2015 Stage 1 Site Plan and Rezoning Approval granted by Ypsilanti Township on May 19, 2015 per resolution 2015-09 ordinance 2015-444.

Should you have any questions, please contact my office.

Sincerely,

A handwritten signature in black ink that reads 'Karen Lovejoy Roe'.

Karen Lovejoy Roe
Clerk

Irg

cc: Michael Radzik, OCS Director
Carlisle Wortman
Nancy Wrybkowski, Executive Coordinator
McLain and Winters
File

**We Can
Do It
Again!**



**PRESERVING AND
RESTORING THE
WILLOW RUN
BOMBER PLANT**

**FUTURE HOME
of the
YANKEE AIR
MUSEUM**

SAVETHEBOMBERPLANT.ORG

Leadership Council:

Bob Lutz
General Motors Executive (ret.)

Ambassador Ronald H. Welsch (ret.)

Anthony P. Hurst
Hurst Foundation

Jack Roush
Roush Industries

Jack Lousma
NASA Aeronautics (ret.)

Maj. Gen. Amy S. Courlor, CAP, USAF
National President, Women In Defense

James S. Jackson, Ph.D.
*Distinguished Professor, Institute for
Social Research, University of Michigan;
Member, NSF National Science Board*



The Michigan Aerospace Foundation
is a 501c.3 non-profit corporation.



**MICHIGAN
AEROSPACE
FOUNDATION**

SAVETHEBOMBERPLANT.ORG

807 Willow Run Airport
Ypsilanti, MI 48198

Ypsilanti Township
CED Department
Received
By
JAN 20 2017

January 20, 2017

Ypsilanti Township
7200 Huron River Drive
Ypsilanti MI 48197

The Yankee Air Force Inc. (YAM) and the Michigan Aerospace Foundation (MAF) wish to request an extension of our PD Stage 1 for the restoration of the Roll Out Hangar of the historic Willow Run Bomber Plant.

Progress on the restoration has been substantial since the building was purchased from the RACER Trust, saving it from demolition. However, we have been delayed in our infrastructure development plans (all utilities and access planning) due to the sale of the balance of the property to the American Center for Mobility (ACM). During discussions with ACM and RACER representatives in February, 2016, it became apparent that a development collaboration between YAM, ACM, RACER and Willow Run Airport offered far better end results for the property as a whole. We are now collaborating on Storm Drainage, Land Use, Main Entrance and Electrical and may collaborate on water and gas services.

The Storm system was the big one, taking all year to develop a system that would be acceptable to Washtenaw County Water Resources Commission (WCWRC). The proposal was submitted last week by ACM with YAM as a part of the overall plan.

Please let me know what needs to be accomplished in order to obtain an extension of our PD1 so we can accomplish this prior to the expiration later this year.

I will be giving an update to the Ypsilanti Township Trustees on Tuesday February 7 and am available to give updates to the Planning Commission if that is desired.

Thank you for your continuing support of this historic preservation project.

Dennis Norton

Founder Yankee Air Museum
President Michigan Aerospace Foundation



March 8, 2018

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

RE: Proposal for Grove Road Pathway Extension
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the Grove Road Pathway extension. This pathway is part of the Washtenaw County Parks and Recreation Commission's (WCPRC) "Connecting Communities" pathway/sidewalk initiative. The design and construction of this pathway is being performed in partnership with the Charter Township of Ypsilanti (Township).

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

The project consists of constructing two interconnecting paths near Rawsonville Elementary School in Ypsilanti Township. The path will be constructed beginning at the end of the existing path on the south side of Grove Road and extending from the west entrance of the school east to the property line of 3226 S. Grove Road. This path will be a 10-foot wide asphalt path with ADA ramps on each side of the west drive approach of the school and also each side of Snow Road. Additionally, a concrete sidewalk will be constructed at the beginning of the existing path extending south to connect to the existing sidewalk at Rawsonville Elementary School. This will be a 6-foot wide concrete sidewalk with an ADA ramp at the west drive approach of the school. The path will comply with the most recent guidelines for pathway construction including the American Association of State Highway Transportation Official's (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local ordinances.

OHM Advisors has previously assisted with the conceptual phase design as well as with various application assistance. We offer the scopes of services for the completion of the final design of this project. This proposal outlines information for project scope, deliverables, schedule and fee estimation, as well as any assumptions that were made.



SCOPE

Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. The focus will be to identify critical areas where obtaining temporary or permanent easements could save construction cost as well as areas that may require additional design efforts. Tasks to be accomplished include:

- ▶ **Control:** Establish horizontal and vertical control
- ▶ **Right-of-Way:** Obtain property boundary and ROW information and tie to project control
- ▶ **Topographic Survey:** Obtain all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

Task 2 – Engineering Drawing Design

The data gathered in Task 1 along with the conceptual sketches provided during the application process will allow us to create a set of design drawings and aerial maps. These drawings and maps will be further developed to show the path location. Any notes and details necessary for specific design elements will be included along with cross-sections of the paths. These documents will serve as the “plans” for the project and allow contractors to understand the overall scope of work. In addition, these documents will also be reviewed with the Township personnel assigned to this project to obtain feedback. A review meeting will be held and any plan modifications discussed at the meeting will be incorporated into the drawings for the final bid package.

Task 3 – Specifications and Final Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as tree root removal, special instructions to bidders, supplemental specifications, and a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an “apples to apples” basis. After completion of the design, the Township will be provided with two hard copies of the package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the package will then be made based on Township comments prior to advertising and bidding.

Task 4 – Bidding

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will conduct the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders if requested by the Township and if the schedule allows. OHM will address any questions and/or any RFI’s received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter recommending which contractor would best be suited to construct the project will then be provided to the Township for their use.

DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans
Task 3	Final Bidding Package (Reviewed by Township Attorney)
Task 4	Recommendation of Award Letter



KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services if needed. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, Utility Coordination, & Public Liaison
Jessica Howard	Lead Design Engineer	Concepts, Design Development, ADA Issues & QA/QC
Aaron Berkholz, PE	Construction	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)

ASSUMPTIONS/CLARIFICATIONS

- All assistance previously provided to the Township for conceptual estimates and application assistance were/will be invoiced on an hourly basis separate from this scope of work.
- The design will be limited to the pathway and hard surface around the proposed conceptual route only. This design will not incorporate any improvements to Grove Road or other work on school property outside these limits.
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization.
- No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 12-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2015 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$3,750.00
Task 2	\$6,650.00
Task 3	\$4,805.00
Task 4	<u>\$2,500.00</u>
Total	\$17,705.00

The total fee is estimated to be \$17,705.00. Additional services can be provided on a time and material basis, as requested.

ACCEPTANCE

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



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

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

(Signature)

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

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



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

MEMORANDUM

TO: Township Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: March 2, 2018

RE: **Request Approval for Township Supervisor and Clerk to sign an Internal Use Contract for Renewable Energy Credits (RECs).**

I am requesting the Board to authorize the Supervisor and Clerk to sign the attached contract for internal transfer of RECs. The agreement authorizes DTE Electric to transfer the RECs from the Hydro Station account into a Twp. sub-account.

In 2014, the Board adopted the Renewable Energy Strategy (RES) to help our environment by reducing the carbon footprint that is created from using electricity within the Twp. buildings.

The Twp. Hydro Station generates renewable electricity harnessed from the Huron River. That renewable energy attribute (REC) is managed by DTE Electric and tracked within the MiREC system.

By applying the Hydro RECs to the Twp. buildings, this will reduce the Twp.'s carbon footprint.

For 2017: 100% of the electricity used by the listed Buildings can be tagged as renewable.

- | | |
|------------------------------|-----------------------------------|
| - Civic Center | - Fire Station #1 |
| - 14-B Court | - Law Enforcement Center |
| - Holmes Road Police Station | - Community Center |
| - Green Oaks Golf Course | - Fire Station #3 |
| - Fire Station #4 | - Compost Site |
| - Civic Center Garage | - Ford Lake Park House and Garage |

Approximately 2,430,822 lbs. of CO² were avoided by the Twp. as they can apply 1,524 Hydro Station RECS to those listed buildings for calendar year 2017.

If there are any questions, please contact me.

RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE AGREEMENT (“Agreement”)

Buyer:	Charter Township of Ypsilanti	Address: 7200 South Huron River Dr. Ypsilanti, MI 48197
Buyer Contact :	Contact Name: Brenda Stumbo, Supervisor	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
Seller:	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
Seller Contact:	Contact Name: Michael Saranen, Operator Brenda Stumbo, Supervisor	Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail:
Transaction Date:		
Product:	Michigan RECs/IRECs	
Vintage:	March 2016 to December 2016	
Quantity:	1,524	
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
Transfer of RECs:	Seller shall transfer to Buyer via MiREC 1,524 RECs/IRECs on or before April 30, 2018.	
Payment:	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller’s Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
General Terms and Conditions:	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p>	

Event of Default. For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).

Remedies upon Default. If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement.

Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, and any of said other party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by said party including any adverse liens, claims or encumbrances on the RECs.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

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



Charter Township of Ypsilanti

**Compost Site
Facility**

2600 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 482-6681
Fax: (734) 544-7643

MEMORANDUM

To: Karen Lovejoy Roe, Clerk

From: Carl Rowsey, Compost Site Coordinator

Date: March 12, 2018

Subject: ***Request to Waive the Financial Policy and Accept the Low Quote from Maverick Equipment for the Purchase of the McCloskey ST80T Track Stacker in the amount of \$93,708, budgeted in line item #590.590.000.977.000***

The Ypsilanti Township Compost Site has continued to grow every year with each improvement approved by the Board and the addition of the requested equipment will allow me to continue to meet the increased demand of the products produced at our site. I have had the opportunity to demo the stacker on site at our facility. The requested item is included in the Compost Site Capital Improvement Plan which was included in the 2018 budget presentation. The current compost fund balance is \$1,869,016.46, with unrestricted funds of \$609,395.00.

The McCloskey ST80T Track Stacker is a self-propelled unit and is capable of stacking material in excess of 2300 yards into one pile. With most screen plants, stockpiling of material becomes a big issue due to space. This unit will take care of that and will allow for more continuous screening without double handling and relocating material.

Below are the quotes received for the stacker:

1. Maverick Equipment 7876 Van Dyke RD. Marlette, MI 48453 \$93,708.00	2. S&S Equipment 11000 Woemer Rd. Onsted, MI 49265 \$94,892.00	3. Alta Equipment 56195 Pontiac Trail New Hudson, MI 48165 \$96,676.00
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McClosky is the sole manufacturer of the track slacker. The three quotes were provided by the only vendors of McClosky equipment in the State of Michigan.

Please place this request on the March 20, 2018 agenda for consideration by the Board of Trustees.

Agenda Item Request
March 12, 2018
Page 2

Should you have any questions, please do not hesitate to contact me a 734.320.6475 or email at crowsey@ytown.org. I will be in attendance at the board meeting to answer any questions about the equipment.

cc: File



7876 S. VAN DYKE RD. MARLETTE, MI 48453
(989) 272-4173

Wednesday, January 31, 2018

YPSILANTI TOWNSHIP
7200 S HURON RIVER DR.
YPSILANTE, MI 48197
Attn: CARL ROWSEY

Carl,

We are pleased to quote the following for your consideration:

PROPOSAL: NEW 2018 MCCLOSKEY ST80T PORTABLE TRACK STACKER

49hp CAT C2.2 tier IV Diesel Engine
3 PLY – Chevron Belt Upgrade
Wireless Remote Control on Crawler Tracks
12V charger for remote – charges in loader
Standard feed boot
Hopper Extensions
Hopper wing Plates
Remote Grease Lines
Availability – Dispatch March 31, 2018

SALE PRICE WITH FOR NEW ST80T DELIVERED:

\$93,708.00

MI STATE SALES TAX 6% exempt:

BALANCE DUE:

\$93,708.00

WARRANTY:

McCloskey International – 1 year unlimited hours – full Machine
CAT ENGINE – 2 years or 2000 hours – Engine (the first 12 months hours are unlimited)

Please note: All quotes are subject to credit approval, sales tax if applicable, and will index with like treasuries until closing date. On behalf of Maverick Environmental Equipment LLC, thank you for the opportunity to quote our McCloskey machinery.

Tim Smith
Maverick Environmental Equipment Sales
989-272-4173 office
440-488-7880 cell

tim@mavequip.com

CUSTOMER ACCEPTANCE:

'I accept the equipment and terms stated herewith'

Ypsilanti Township

Date:

'This proposal is good for 90 days'

'Subject to prior sale'

S&S Parts LLC

11000 Woerner Rd.
 Onsted, MI. 49265

Date	Estimate #
2/1/2018	2509

Name / Address
Ypsilanti Township 2600 East Clark Rd. Ypsilanti, Mi. 48198 ATTN: Carl Rowsey

Project

Description	Qty	Rate	Total
2018 MCCLOSKEY ST80T PORTABLE TRACK STACKER 49hp CAT C2.2 tier IV Diesel Engine 3 PLY – Chevron Belt Upgrade Wireless Remote Control on Crawler Tracks 12V charger for remote – charges in loader Standard feed boot Hopper Extensions Hopper wing Plates Remote Grease Lines DELIVERED PRICE. McCloskey International – 1 year unlimited hours – full Machine CAT ENGINE – 2 years or 2000 hours – Engine (the first 12 months hours are unlimited)	1	94,892.00	94,892.00
		Subtotal	\$94,892.00
		Sales Tax (0.0%)	\$0.00
		Total	\$94,892.00

ALTA EQUIPMENT COMPANY

56195 Pontiac Trail • New Hudson, MI 48165 • Office (248) 356-5200 • Fax (248) 356-202

January 17, 2018

Ypsilanti Township
2600 East Clark Street
Ypsilanti, MI 48197
Attn: Mr. Carl Rowsey

RE: New MM80T Stacker

Dear Carl:

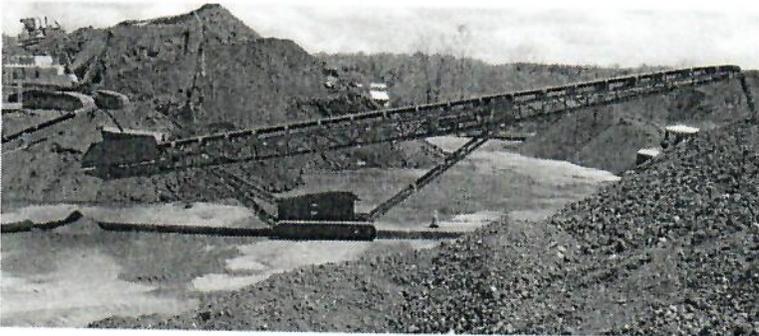
We are please to quote the following New MM80T Stacker for your review.

New MM80T Stacker

\$ 96,676.00

Features:

- CAT 2.2 power
- Radio Remote
- Hydraulic Top fold
- Hydraulic Raise
- Truss frame construction
- Large receiving hopper, W/ Extensions
- 36" 3-ply belt, Chevron
- 500 TPH production rating
- 31' stockpiling height



Sincerely,

DOUGLAS SLEIGHT
**ALTA EQUIPMENT
COMPANY**

Alta Heavy Construction Sales
Doug.Sleight@Altaequipment.com
517-420-6380- Cell



FOSTERING CUSTOMERS FOR LIFE

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe

From: Michael Radzik, Director
Office of Community Standards

Copy: Board of Trustees

Re: **Authorize agreement with the Washtenaw County Road Commission to install traffic calming devices on Jerome Ave at an estimated cost of \$29,635; budgeted in General Fund account 101-446.000-818.022**

Date: March 2, 2018

Residents have successfully completed the petition process for the installation of traffic calming devices (speed humps) on Jerome Avenue between Forest Avenue and Holmes Road. Petition forms were submitted to the Washtenaw County Road Commission and signatures were verified as being consistent with property ownership records maintained by the township assessor's office. Support from 75% of the affected property owners is required for each project, and the number of supportive signatures exceeded this threshold.

Pursuant to the Washtenaw County Road Commission's Neighborhood Traffic Management Program Policy and Procedure, the township is responsible for the cost of installation. The road commission has submitted a proposed agreement to fund the installation of these devices based upon an engineering estimate as follows:

Jerome Ave (Forest Ave to Holmes Rd)

- 4 speed humps, signage and pavement markings
- \$29,635

I have enclosed copies of the proposed agreement, engineering estimate and location layout for the project. Funding for this traffic calming project is budgeted in the General Fund Highways & Streets Fund in account 101-446.000-818.022.

A copy of the proposed agreement has been forwarded to legal counsel for review in anticipation of Board consideration. Please contact me with any questions or concerns. Thank you for your continued support of traffic safety efforts in our neighborhoods.

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

THIS AGREEMENT, made and entered into this _____ day of _____, 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 install four (4) speed humps on Jerome Avenue between Holmes Road and Forest Avenue (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$29,635.00.

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

AGREEMENT SUMMARY

Estimated Cost

Installation of four speed humps on Jerome Avenue **\$29,635.00.**

FOR YPSILANTI TOWNSHIP:

_____ Witness
Brenda L. Stumbo, Supervisor

_____ Witness
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

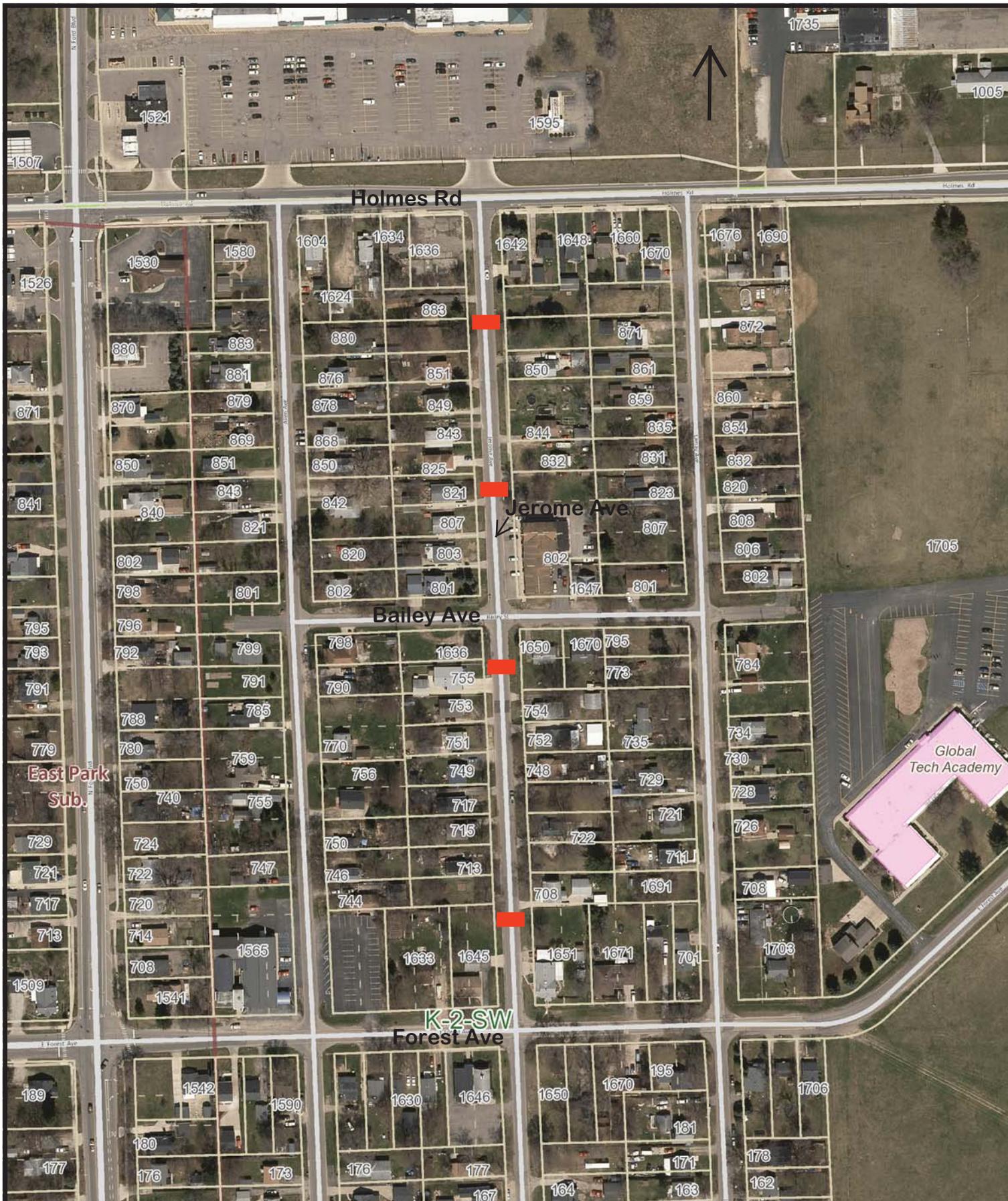
_____ Witness
Roy D. Townsend, Managing Director

PRELIMINARY ENGINEER'S ESTIMATE

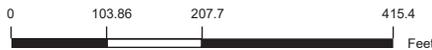
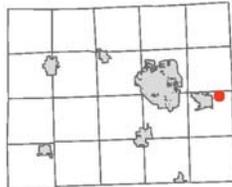
Project: Speed Hump Installation
 Location: Jerome Ave, Ypsilanyi Twp
 Date: 08/20/2017



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	4	EA	\$4,850.00	\$19,400.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	4	EA	\$600.00	\$2,400.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	10	EA	\$310.00	\$3,100.00	<i>WCRC Install</i>
				SUBTOTAL	\$24,900.00	
				CE/INCID 15%	\$3,735.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$28,635.00	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
				PROJECT TOTAL:	\$29,635.00	



 Proposed Speed Humps



1: 2,493

8/10/2017



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

2018 YPSILANTI TOWNSHIP AGREEMENT

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

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

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

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

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

1. **Nancy Park Subdivision Drainage Improvements (481-11-1247:**
Work to include Preliminary Engineering Services by OHM Advisors, in accordance with its proposal, Tasks 1 through 4, dated February 13, 2018 and attached hereto.
Estimated cost: \$ 10,350.00

AGREEMENT SUMMARY

2018 LOCAL ROAD PROGRAM	
Nancy Park Subdivision Drainage Improvements	\$ 10,350.00
Less 2018 Drainage Matching Funds:	5,175.00
 ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2018:	 \$ <u>5,175.00</u>

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness



February 13, 2018

Washtenaw County Road Commission
 555 N. Zeeb Road
 Ann Arbor, MI 48103

Attention: Mr. Roy Townsend, PE – Managing Director
 Mr. James Harmon, PE – Director of Operations

Subject: **Nancy Park Drainage Improvements**
 Proposal for Preliminary Engineering Services

Dear Mr. Townsend and Mr. Harmon:

Thank you for the opportunity to submit this proposal to provide Preliminary Engineering Services for the Nancy Park Drainage Improvements. We understand that this has been an ongoing issue for many years and have gathered information through your office as well as our own archives on the existing storm sewer in the area as well as the connection to Ypsilanti Township Drain #01 (YTD#1). It appears that the existing storm sewer has likely failed; however, the Washtenaw County Road Commission (WCRC) would like to look at different options to remedy this issue that will result in better future access to the storm sewer and a solution to eliminate the existing drainage issue. We have a very solid understanding of the WCRC requirements for construction and operations projects as well as an understanding on the requirements and standards of Ypsilanti Township, the Washtenaw County Water Resource's Commissioner's Office and other utility entities (Ypsilanti Community Utilities Authority (YCUA), etc.)

The proposal provides information for key personnel, project manager contact, project understanding, deliverables, schedule, and fee/hours estimation. We also have noted where we can provide services for future phases once this project is further defined.

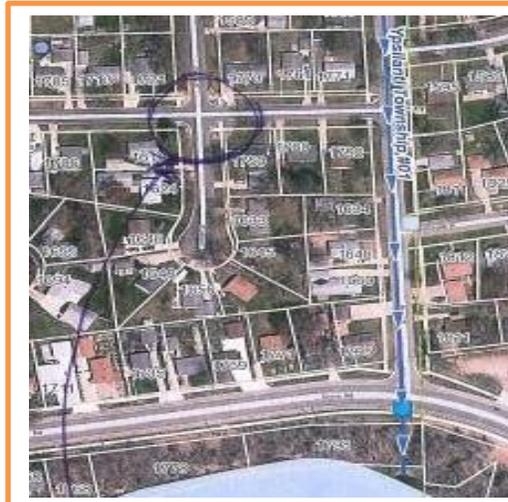
KEY PERSONNEL

OHM Advisors has a strong history of working with WCRC on projects in the Township and understands the importance of clear communication with WCRC staff, community leaders, and the residents during the design process. This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the different agencies involved.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE Phone: (734) 466-4579 Cell: 248-444-8984 Email: matt.parks@ohm-advisors.com	Project Manager	Management, Utility Coordination, QA/QC
Sally Bos, PE	Lead Design Engineer	Concepts, Design Development, YTD #01 Connection
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)
Aaron Berkholz, PE	Construction Engineer	Constructability Review, QA/QC

PROJECT UNDERSTANDING

The project consists of evaluating an ongoing drainage issue at the corner of Phyllis and Dorothy Street. The original Nancy Park subdivision installed a main line storm sewer between lots 1750 & 1633 Phyllis, which has now failed. The platted drainage easement (16 feet wide) is located between lots 1633 & 1645 Phyllis. WCRC and OHM have discussed options regarding obtaining additional easements, making repairs and/or keeping the drain running between side/rear yards. Aside from the access issues, need for easements, and potential impact to landscaping and even homes, these options would result in difficulties in access for future maintenance. OHM has been asked to also evaluate another option that the WCRC is



The intersection of Dorothy and Phyllis has flooded due to a blockage in the existing storm sewer system. This needs to be addressed potentially by running new storm sewer down Dorothy Street to the YTD#01 along Harry Street.

recommending. This idea would be to simply install a new storm sewer along Dorothy Street to Harry Street and ultimately outletting to the Ypsilanti Twp. #01 Drain. This has also been discussed with the Water Resource Commissioner's Office (WCWRC) who is agreeable to this approach. OHM has been asked to evaluate the proposed location of this new storm sewer and determine if it would be best located either

within the green belt or within the roadway. The analysis will look at other utilities, trees, and take into account cost considerations. This project is being conducted through the Operations Department at the WCRC. Funding of this project has not been fully defined although it will likely be a joint project between Ypsilanti Township (through drain maintenance funds) and the Road Commission. The WCWRC will also be involved since the result will probably result in a new tap to YTD #01. It should be noted that YTD #01 is a large 72" CMP pipe that may need to be inspected and televised as part of this work.

OHM Advisors has reviewed the project in the field and offers the following approach and scope to accomplish the stated goals of this project. A list of assumptions made by OHM Advisors precedes the project scope and tasks.

SCOPE

Task 1 - Preliminary Concept and Site Evaluation

Develop design criteria and an approximate horizontal alignment based on a field review of existing conditions. Present design criteria and conceptual plan(s) on an aerial image to WCRC for discussion purposes. After agreement on concept, OHM will prepare a schematic drawing and collect additional information to further develop base plans and cost estimates.

Task 2 – Design Survey

Perform Design Survey upon authorization to proceed and agreement upon alignment. This survey would

be used for base drawings and eventually final design plans. Tasks to be accomplished are:

- ▶ **Control:** Establish horizontal and vertical control using MCS83 State Plane Coordinates and NAVD '88. Follow WCRC approved methodology and meet all requirements.
- ▶ **Right-of-Way:** Obtain property and ROW information and tie to project control.
- ▶ **Topographic Survey:** Obtain all necessary existing physical features and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements where sidewalks are impacted.

Task 3 – Utility Coordination

Notify applicable utility agencies as a representative of the WCRC with regards to the proposed project. Request existing and proposed facilities within the project limits from utility companies to be incorporated in the plans. We anticipate potential adjustments and modification of YCUA utilities. As a result, we have planned on a review of the alignment with Scott Westover (engineering Manager of YCUA) and allotted time for review of his archives.

Task 4 – Develop Base Plans and Preliminary Opinion of Probable Cost

The base plan will include an existing condition/removal sheet and a construction sheet only. Other notes, details, profiles, cross sections, and a cover sheet will not be developed at this time. A technical memo outlining our findings along with a preliminary opinion of probable cost (up to 2) will also be prepared. The memo will present recommendations regarding the drainage issue and also compare the option of a new storm sewer on Dorothy against potential pros and cons of addressing the existing issue located in the side yards of the applicable parcels. We will also identify a list of other recommended improvements that could be “piggybacked” as part of this project.

Task 5 – Geotechnical Investigation (optional)

If it is agreed upon following base plan discussions, a geotechnical investigation can be coordinated. OHM can assist with recommending locations for borings or could coordinate the entire operation. We have the capability to perform our own cores or could use a preferred subconsultant that the WCRC regularly works with.

DELIVERABLES

Task	Deliverable
Task 4	Base Plans, Technical Memo, and Opinion of Probable Cost
Task 5	Geotechnical Report (if required – to be included with the Task 4 deliverable)

FEES

OHM Advisors will invoice WCRC monthly on an hourly, not-to-exceed basis, in accordance with the standard 2018 hourly rate schedule. The total fee is estimated to be \$10,350.00 for the base scope of services outlined. Task 5 is not included in this total.

Task	Fee
Task 1	\$1,950.00
Task 2	\$2,200.00
Task 3	\$1,100.00
Task 4	\$5,100.00
Subtotal:	\$10,350.00

Task 5 \$1,000.00 - \$2,200.00 (optional)

ASSUMPTIONS/CLARIFICATIONS

- ▶ Full detailed design is not included in this preliminary engineering phase. This phase will simply assess the issue, make recommendations, and provide opinions of probable cost to use in moving forward with the full design.
- ▶ Geotechnical investigation is recommended, but was only included as optional for this stage of the project. OHM can coordinate and/or and conduct geotechnical investigations under a separate proposal, if requested.
- ▶ Televising and inspection of this pipe can be coordinated by OHM or provided by another agency. Time to review and make recommendations or to assess costs in cleaning of YTD #01 were not included in this scope but could be provided during the detailed design phase.
- ▶ If this project does proceed, YCUA should be consulted to see if they would like to address their water or sewer within this stretch as it is known to be over 50+ years in age and undersized. This phase does not take into account replacement or savings if YCUA were to participate in a utility improvement project.
- ▶ The scope does not include time to attend public meetings or prepare materials for public meetings. This can be completed upon request on an hourly basis if desired.
- ▶ Construction phase services can be provided by this office upon request. If requested, a proposal would be provided outlining scope, schedule, and budget.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

- ▶ Review and permitting fees will be a project cost and/or paid by Owner.
- ▶ WCRC soil boring/core permits will be waived for the project.
- ▶ WCWRC permit fees will be waived for the project.
- ▶ Utility pole relocation is not anticipated as part of the project scope.
- ▶ Preparation of easement sketches and descriptions are not included.

CONFIRMATION OF AVAILABILITY

OHM Advisors has the qualified staff available and can start the project immediately.

This proposal is firm for a sixty (60) day period from the date of this letter and is based on a standard WCRC prepared agreement. If there are any questions regarding the proposal, please contact me at 734-466-4579. This project can be done in accordance with OHM's and WCRC existing standard terms and conditions. As always, we appreciate the opportunity to be part of your team in the improvement of the transportation infrastructure for Washtenaw County.

Sincerely,

OHM Advisors,



Matthew D. Parks, PE
Principal

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.

5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule,

percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is less.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

CONTRACT
Charter Township of Ypsilanti

AGREEMENT is made this _____ day of _____, 2018, by the CHARTER TOWNSHIP OF YPSILANTI located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The COUNTY will allocate and fully support a dedicated, half-time professional project manager to lead the ReImagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days, upon receipt of an invoice, five thousand dollars.

ARTICLE III - TERM

This contract begins on January 1, 2018 and ends on December 31, 2018.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This contract is binding on the Charter Township of Ypsilanti and the County, their successors and assigns. Neither the County nor the Charter Township of Ypsilanti will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Charter Township of Ypsilanti and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE X - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

Charter Township of Ypsilanti

By: _____
Department/Division Head (DATE)

By: _____
Brenda Stumbo (DATE)
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BY: _____
Karen Lovejoy Roe (DATE)
Charter Township of Ypsilanti Clerk



February 22, 2018

Ypsilanti Township
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: Proposed Street Lighting at Nancy Park

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the installation of five (5) streetlights along the walk path at Nancy Park. I am recommending the installation of five (5) 72w LED Stock Colonial style fixtures mounted on a stock, direct buried, black 14' fiberglass post. Also included in the costs below is to convert the (2) existing 100w HPS Colonial style streetlight to 72w LED Colonial style streetlight. Streetlights to be fed by underground cable.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction costs be paid by the customer, which is determined by the following formula.

Underground fed 72w Colonial LED fixture mounted on a 14' direct buried fiberglass post

Annual Operating Cost	\$1,524.00
Costs to Construct	\$16,212.61
3yr Revenue Credit	(\$4,572.00)
Contribution from the Ypsilanti Township	\$11,640.61

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

DTE Energy



March 14, 2018

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

Re: Charter Township of Ypsilanti-Nancy Park Lighting Installations

Attached is the agreement for the work to be performed in the budget letter was sent on February 22, 2018. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$11,640.61** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of **BOTH** signed copies (and payment), we (DTE Energy) will then sign **BOTH** copies and return **ONE** original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 14, 2018 between The Detroit Edison Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	50161391	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Nancy Park-Marcus Ave/Shirley Dr, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	7	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (5) Code 95 direct buried black fiberglass posts and (5) 72w LED black Colonials. Convert (2) existing 100w HPS Colonials to 72w LED (UUL) Colonials.	
5. Estimated Total Annual Lamp Charges	\$1,524.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$16,212.61
	Credit for 3 years of lamp charges:	\$4,572.00
	CIAC Amount (cost minus revenue)	\$11,640.61
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____ 	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

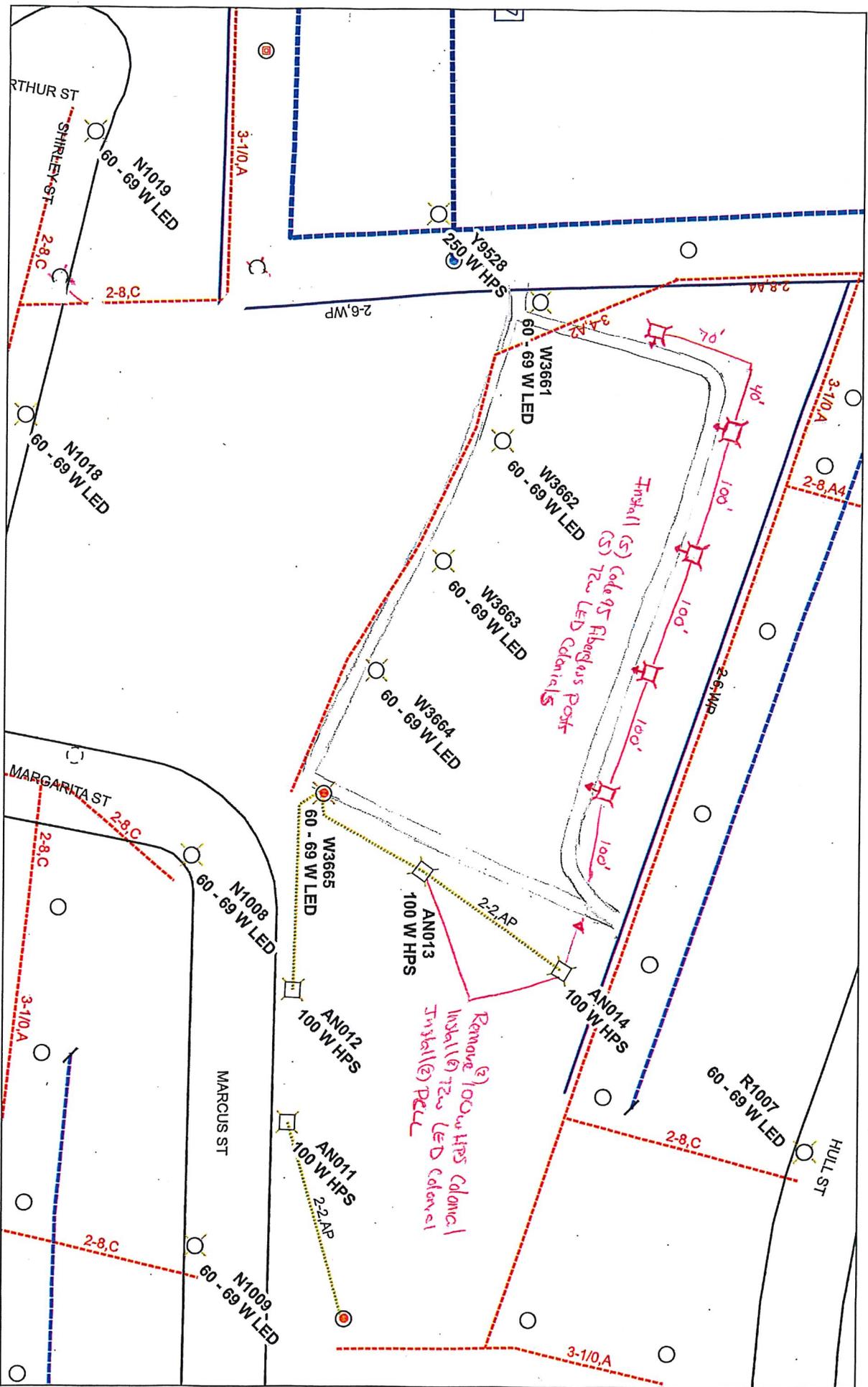


Exhibit A

Site Location and Lease Terms

Site Location: 2801 Holmes, Ypsilanti, MI 48197

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
CCI	\$18,900.00	Annually	5%	Term	August 9, 2020

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Initial
Here:

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Telecommunication Easement and Lease Assignment Agreement ("TELA") to be provided under separate cover (to be finalized in a mutually agreeable TELA) or return the TELA with each page initialed showing approval of the form TELA
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument)
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	General Partnership	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Incorporation	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this Letter Agreement, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this Letter Agreement.

Initial
Here:

**REQUEST AUTHORIZATION FOR EDUCATIONAL
MAILING TO RESIDENTS IN REGARD TO THE FIRE
MILLAGE SPECIAL ELECTION MAY 8, 2018**

AUTHORIZATIONS AND BIDS

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



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: March 12, 2018

RE: **Request Board Authorization to approve proposal from the James Leffel & Company to supply labor to remove and replace turbine bearing and shaft on runner #2 in the amount of \$146,000 to be charged to 252.252.000.977.000.**

At the January 16, 2018 Board Meeting, the Board approved getting prices for parts, disassemble and reassemble of the runner shaft bearing for runner #2. This request is the labor portion of the project with parts approved at the March 6th Board Meeting.

The existing turbine shaft bearing is at the of end life. A new bearing is on order and is expected to be delivered mid-June.

The original request was to get proposals from James Leffel & Company and Padnos Leitelt. I was able to locate additional companies within the region that service the hydro industry.

The CTY received 3 proposals;

Miron, Wausau Wisconsin	\$ 117,650.00 base ^{1, 2, 3}
James Leffel & Company, Springfield OH	\$ 146,000.00 base ³
HCMS, Wautoma Wisconsin	\$ 237,599.00 base ^{3, 4, 5}

All 3 companies have the experience for our project, have/will meet insurance requirements and available for the project startup date.

¹ possible change order for additional time to remove stub shaft

² possible change order for additional time for final alignment

³ change order for move generator to achieve alignment

⁴ additional bonding cost to be added to base cost

⁵ oil leak not included in base, done on a T&M

The proposals were reviewed by the Hydro Operator/Manager and Mr. Sobczynski, PE with Barr Engineering.

All 3 companies were scored, with Miron slightly better because of the proposed shorter timetable and lower base cost. However, any cost savings could be lost if the timetable has be extended.

The Miron proposal has a lower base cost and a 14 day turn around, but has a possibility of additional cost if more time is needed to complete the scope. JL&C came in \$28,350 more than low bid and with a 25 day turn around, but has a less likely need for additional funds to complete the scope. JL&C is the manufacturer and has a straight forward proposal. Neither company has provided maintenance services at the hydro previously.

It is the recommendation to approve the proposal from the James Leffel & Company to supply labor to remove and replace turbine bearing and shaft on runner #2 in the amount of \$146,000 to be charged to 252.252.000.977.000. This is a budgeted expenditure for 2018.

All change orders must be approved by the CTY per financial policy. A Purchase Orders will not be issued until contractor's insurance meets the CTY requirements.

Please place this request on the March 20, 2018 agenda for Board consideration.



Building Excellence

2/28/2018

Mr. Michael Saranen
Charter Township of Ypsilanti
Clerk Office
7200 S Huron River Drive
Ypsilanti, MI 48197

**Re: Runner Bearing Project for a 1600 KVA Hydro Generator
Ford Lake Hydroelectric Facility**

Dear Michael,

Miron Construction Co., Inc. would like to thank you for the opportunity to provide you with a proposal for the above referenced project. We are pleased to provide the Lump Sum cost of **One Hundred Seventeen Thousand Six Hundred Fifty and 00/100 Dollars (\$117,650.00)** to complete the above mentioned project including all labor, materials, equipment and supervision per the terms and conditions of our Industrial Services Agreement.

Our proposal is based on the following:

Miron Construction will mobilize a crew of four (4) hydro-specialized millwrights to perform the work required to replace the runner bearing of the 1600 KVA unit at the Ford Lake Hydroelectric Facility. The specific work scope tasks that are included in this proposal are described below:

Prior to any dismantling of the unit, a four-wire vertical alignment will be completed with readings and the corresponding reports being submitted to the Township of Ypsilanti for review and their record. Upon completion of the alignment readings, the crew will begin the disassembly of the lower end of the unit. Disassembly will only include the removal of the extension shaft, runner guide bearing and the runner stub shaft. Due to limited space on Level 3 of the plant, Miron's rigging method will include hanging of structural steel to be used as a monorail/trolley assembly. As this is a site-specific, unconventional rigging method, costs do include an engineering review of the steel to insure proper sizing of steel and that safe picks can be completed.

Refurbishment of the extension shaft is not included in the base bid of this quotation, per conversations with the Township of Ypsilanti. However, a budgetary, optional price for the shipment and refurbishment of the extension shaft is listed separately below. Miron would ship this shaft to a shop who there is an established relationship with for inspection and refurbishment. Due to the unknowns of the condition of the shaft, inspection to check for shaft straightness, along with minimal cleanup along the packing journal/wear area is included in the budgetary pricing.

During disassembling activities, the Miron crew will inspect the minor oil leak being reported by the Township on the upper oil sump pan. The leak will be repaired as necessary. Miron is assuming this leak is minor and will not require removal or moving of the stator and upper portions of the unit. If the inspection yields an unexpected major repair, this would be reported to the Township with a corresponding quotation for a change order and approval prior to repairing the issue.

Upon completion of the extension shaft refurbishment and arrival of the new components, to be received in by the Township, re-assembly of the runner stub shaft, extension shaft and runner guide bearing will commence. As the runner shaft is being supplied by an OEM, Miron would like to request an installation print or assembly instructions to be provided prior to mobilization so the crew can review and prepare prior to assembly.

Upon installation of the new runner stub shaft and refurbished extension shaft, a four-wire vertical alignment will be completed prior to the installation of the bearings. Similarly, to the pre-dismantle alignment, the readings and corresponding reports will be submitted to the Township for their review and record. Once acceptable readings are achieved, the bearings will be installed, with final alignment readings being taken and submitted. With the current alignment of the unit being unknown, it is difficult to determine the time required to achieve final alignment. Because of this, the base bid includes three (3) days of final alignment activities. Any time spent past these three days will be charged on a time and material basis until final alignment is achieved and approved.

Miron will provide basic commissioning support to ensure smooth return to service. The base bid assumes that commissioning will take place during the re-assembly mobilization, an additional mobilization is not included in the pricing.

Miron's proposal is based on the field service crew working six (6), ten (10) hour days. As this differs from the five, ten hour days in the Request For Proposal, Miron is looking to work with the Township of Ypsilanti in coordination and approval of the Saturday work to most efficiently work while the hydro crew is mobilized to the Ford Lake Hydro site. Given the uncertainty of the extension shaft refurbishment, two mobilizations have been included in this proposal, with the first mobilization including all of the disassembly work and the second mobilization taking place after the completion of the extension shaft refurbishment to complete the installation and final alignment.

To familiarize the Township with Miron's Risk Management and Safety policies, a summary of our program(s) is attached for review. All of our field supervisors are required to hold and maintain OSHA 30 certification. Also attached, are hydro-specific project summaries from projects completed in the last year by our hydro crews. If additional safety or project information, including customer references are needed, please contact us and the additional resources will be provided upon request.

Time & Material Estimate – Optional

Optional extension shaft refurbishment - \$7,100.00

Our proposal does not include:

- Labor costs associated with dewatering and re-watering the turbine pit
- Equipment costs associated with having a job trailer on site
- Costs associated with confined space rescue personnel
- Material pricing for the new runner bearing and runner stub shaft
- The base price does not include any refurbishment work to the extension shaft, as the Township may be handling this portion of the work directly. As requested, optional time and material pricing for the refurbishment of the extension shaft was broken out in the event this work is required. The optional pricing of the refurbishment of this shaft does not include the following:
 - Replacement of the extension shaft
 - Sleeving of the packing area/journal
 - Straightening of the extension shaft
- Costs associated with additional equipment rental for a crane or forklift, as the assumption that all loading can be completed through the front of the powerhouse with the overhead crane per discussions had during the site visit.
- Costs associated with moving or removing the stator/generator.
- Costs associated with cleaning the turbine pit and turbine components, specifically removal of any zebra mussel buildup.
- Costs associated with any work to the runner, including removal, refurbishment, cavitation repair, etc. Any additional work that may be deemed necessary after a visual inspection will be documented and quoted with a change order to be completed on a time and material basis.
- Costs associated with a separate mobilization to complete commissioning support. The base bid assumes the unit will be commissioned during the same mobilization where the installation is completed.
- Builders Risk Insurance
- Time & Material rates will be provided upon award or request
- HVAC and electrical work
- Engineering
- Testing services
- Relocation of utilities, if required
- Costs associated with permits or state approvals
- Handling and/or disposing of hazardous materials or contaminated soils (lead paint, asbestos, etc.)
- Costs associated with Builder's Risk Insurance
- Costs associated with premium time or holiday pay

This proposal is valid for 30-days from the above date.

We appreciate the opportunity to provide you with this proposal. If you have any questions, please contact Amy Pitcher at 715.841.4026 at your convenience.

Sincerely Yours,

MIRON CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "Guy Kiser", with a stylized flourish at the end.

Guy Kiser
Vice-President Industrial Northern Region

Enclosures: Certificate of Insurance
Miron Construction Hydro Project Summaries
Miron Risk Management Summary

Miron Construction Company, Inc.
INDUSTRIAL SERVICES AGREEMENT

1. GENERAL

A. These Terms and Conditions of Sale ("Terms") shall apply to Miron's sale of services ("Work") provided at request of Buyer.

B. This Agreement, together with any additional plans, specifications, drawings or writings specific to this Work and referenced herein, upon execution by Miron and Buyer, represents the agreement between the parties. These Terms may not be modified except in a writing signed by an authorized representative of Miron. The parties agree that any terms and conditions submitted in Buyer's inquiry or purchase order shall be of no effect and are expressly superceded by these Terms, unless specifically agreed to in a writing signed by Miron.

C. This Agreement and the language contained herein shall be construed and enforced pursuant to the laws of the State of Wisconsin.

2. BUYER'S RESPONSIBILITY

A. Buyer shall provide Miron's Representatives with free and unobstructed access to the work at all times.

B. Buyer shall provide Miron with any and all information relating to the work to be performed, including, but not limited to O&M Manuals, As-Built Drawings and any other information necessary for the successful prosecution of the work.

3. DELAYS IN THE WORK

A. If causes beyond Miron's control delay the progress of the Work then the Purchase Order and/or the Date of Substantial Completion and/or the Date of Final Completion shall be modified by Change Order. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Buyer or Others, the Buyer preventing Miron from performing the Work pending dispute resolution, Hazardous Materials or differing site conditions, adverse weather conditions, fire, unusual transportation delays, labor disputes, actions of governmental regulators and/or agencies, unavoidable accidents or circumstances beyond Miron's control.

B. In the event delays to the work are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

4. TAXES

Any sales, use or other taxes and duties imposed due to performance of the Work are included in Miron's price as applicable.

5. LIMITATION OF LIABILITY

A. MIRON SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY SUCCESSOR FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH THEREOF, OR ITS PERFORMANCE OF WORK, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF USE, PROFITS, REVENUE, INTEREST OR GOODWILL; WORK STOPPAGE; IMPAIRMENT OF OTHER GOODS; SHUTDOWN OR NON-OPERATION; INCREASED EXPENSES OF OPERATION; COST OF PURCHASE OF REPLACEMENT; OR CLAIMS OF BUYER OR CUSTOMERS OF BUYER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE.

B. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE. THE TOTAL LIABILITY OF MIRON WITH RESPECT TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE OF SUCH SERVICES OR THE PERFORMANCE OF THE PART OF THE SERVICES UPON WHICH SUCH LIABILITY IS BASED.

6. INVOICES

A. Orders will be invoiced monthly or as soon as practical.

B. Invoices are due for payment according to terms provided therein.

7. ARBITRATION

In the event a dispute arises between the parties relating to or arising out of this Agreement, the parties agree to attempt to have their senior management amicably settle the matter within 7 working days from the date of dispute. In the event that the matter cannot be settled, the parties shall submit any and all disputes relating to this Agreement to binding arbitration, which shall be administered by the American Arbitration Association in accordance with the Fast Track Procedures of the Construction Industry Arbitration Rules in effect on the date of the Agreement. Judgement upon the award may be entered in any court having jurisdiction. The parties shall cooperate in providing reasonable disclosure of relevant documents. Each party shall bear its own expenses, and the costs and fees of the arbitration shall be borne equally or as allocated by the Arbitrator.

8. ADJUSTMENTS

Prices quoted by Miron shall be subject to adjustment in the event of a substantial rise in the price of materials due to any cause not within Miron's control or unavoidable by reasonable diligence. A "substantial rise" is defined as a price increase of at least 10% occurring between the execution date of this Agreement and the date of Miron's purchase of such materials. Miron shall promptly notify Buyer of any actual change in Miron's cost of any material that would result in such a price adjustment. Material cost adjustments made by Miron pursuant to this paragraph shall be effective upon three (3) working days' written notice to Buyer. At Buyer's request, Miron shall provide Buyer with written substantiation and verification of any material cost changes resulting in a price adjustment.

9. INSURANCE

Miron shall provide the following insurances:

General Liability, Automobile Liability, Workers Compensation, and Excess Liability subject to policy limits, effective dates, and other terms and conditions are promulgated on the attached certificate of insurance.

Riggers Liability coverage subject to a limit of \$1,000,000.00 per loss applicable to any one occurrence; however, this coverage is excess over any property or inland marine insurance available to or held by Buyer. Buyer shall obtain or maintain property insurance on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical

Miron Construction Company, Inc.
INDUSTRIAL SERVICES AGREEMENT

loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Miron's services and expenses required as a result of such insured loss.

10. WAIVERS OF SUBROGATION

The Buyer and Miron waive all rights against each other and any of their subcontractors, sub-subcontractors, employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained or maintained pursuant to section 10 of this Agreement.

RISK MANAGEMENT



Risk Management Approach



Miron takes a multi-discipline approach to risk management that integrates **SAFETY**, **QUALITY**, and **PRODUCTION (SQP)** into the building process. This integrated approach guides our daily decisions and work.

EMR

2017 - .46
2016 - .47
2015 - .50

OSHA Incident Rate

2017 - 1.47
2016 - 1.91
2015 - 1.52

First and foremost, Miron is committed to providing a safe and hazard-free work environment for our clients, employees, subcontractors, host facilities, and the general public. Our SQP approach allows us to identify specific project needs/drivers through pre-planning. We first proactively identify and plan for potential safety risks. Next, we ensure that we capture and communicate quality expectations to all stakeholders and team members. Finally, we integrate production planning to ensure the most efficient plan of work that optimizes the safety and quality of the project. Critical to this approach is a highly skilled and safely trained workforce. Armed with the most comprehensive safety training in the industry, employees possess the knowledge and tools to identify and eliminate unsafe acts and conditions. They provide on-site safety, quality, and production management and ensure project-wide accountability in all three categories.

Elimination of distractions commonly associated with the industry, along with our pre-shift stretching program, ensures each employee is fit for duty. We refer to this as the **SQP Stretching Program**. During the 5 to 7 minute exercise, employees complete a series of five stretches as well as conduct an SQP huddle for the day. Miron developed this program to increase the health and wellness of employees, reduce injuries, and lower incident rates, as well as to decrease company insurance costs while simultaneously maximizing quality and production.

Employees are empowered to make a difference in the safety practices of themselves and others. This philosophy has allowed us to establish long-lasting relationships with both subcontractors and clients who understand our commitment to safety, protecting people, property, and our client's market interests through trust and reliability.

Ultimately, SQP allows risk to be "engineered" out of projects, ensures a higher quality product, and optimizes production. Committing to this process ensures **BUILDING EXCELLENCE!**

RISK MANAGEMENT

Responsibility

Corporate

Miron recognizes the importance of safety and devotes considerable resources at all levels of the organization. Miron will have a Project Executive, Project Manager, and Risk Control Manager as part of the project team. These individuals will develop a site-specific safety plan, as well as provide direct oversight of safety management, documentation, and training. In addition, every employee is involved in the safety process and charged with the responsibility to observe, identify, and immediately react to unsafe acts or conditions.

Project

Every project is assigned a Project Superintendent to serve project-specific needs. This person is charged with implementing a site-specific safety plan, daily pre-task planning, comprehensive site audits, and delivering safety training on an ongoing basis. They are given the authority to take immediate action to ensure project sites remain safe.

Employee

Creating a culture whereby every employee recognizes the importance of working safely has contributed to the success of our program. Following the philosophy of Safety, Quality, Production (SQP) encourages personal responsibility to ensure the safety of all team members, the quality of our work, and the most efficient production and successful delivery of our projects. Miron empowers employees to understand that safety is a behavior and not just regulation-based. This affords them the ability to treat safety with the same importance as quality and production. Through peer leadership, employees inherit a problem if they witness it; employees that witness unsafe acts are charged with immediately stopping it to ensure coworker safety. Likewise, employees who discover unsafe conditions are responsible for immediately correcting the hazard and reporting it to their supervisor.

Subcontractor

Miron frequently retains subcontractors and, as such, actively manages their safety by maintaining the same high-level safety standards for subcontractor employees and activities as we do for our own employees. Miron serves as a mentor for our subcontractors in all areas of construction, including safety. Subcontractors are actively engaged in project safety orientations, daily pre-task planning, and site inspections to maintain their focus on safe work practices as well as quality and production expectations.



RISK MANAGEMENT

Benefits



The success of our Risk Management Program is measured and passed along to clients through:

- Financial benefits,
- Positive public perception,
- Avoidance of business interruptions, and
- The sustainable footprint we leave behind.

The financial benefits of much lower-than-average insurance costs are passed along to our clients. Miron prides itself on being a Good Neighbor, which in turn reflects positively on our clients, the public, and the industries we serve. Miron's emphasis on safety positions us to avoid unnecessary business interruptions and the costs associated with disrupting our clients' processes. In serving as a mentor, Miron turns over a project that has considered safety during design, construction, and occupancy while fostering an attitude which improves the safety and well-being of our clients.

Pre-Construction

In many instances, Miron's safety efforts have enhanced client operations. In the private, governmental, and municipal sectors, we often assist in the identification and removal of existing chemical and environmental hazards at host facilities before construction begins. In the industrial sector, we have helped identify the absence of and need for programs such as Crisis Management and Hazard Communications.

Construction

Miron's diversity allows us to understand construction, client operations, and how the two interact during the construction process. With all projects, but especially in healthcare and education projects, interim life safety measures are enacted and held in the highest regard. Miron not only interacts with staff, but has held large assembly meetings with students, distributing coloring books and other learning activities to children to actively engage them in the safety process. Miron's pre-planning efforts allow us to deliver successful projects in the food market by identifying a need for clean air containments, high-efficiency air purifying (HEPA) filtration systems, hair and beard nets, and additional air intake protection during construction.

Post-Construction

Miron's heightened awareness of safety carries over into the post-construction phase as well. Early identification of issues such as roof access, heating and ventilation units and roof drainage systems, light bulb changing access, window washing access, and storm water retention pond placement in proximity to playground equipment are all common issues addressed during design. Addressing these issues in the design phase provides a much safer environment for maintenance personnel as well as for the general public well into the future.

RISK MANAGEMENT

Site-Specific Safety Plan

Miron has developed a three-phase process that addresses and evaluates risk on all new construction and renovation projects. Miron develops a plan that is broken down into specific tasks which are further analyzed to identify hazards and determine appropriate control measures before work begins. The overriding objectives of a site-specific safety plan are to:

- Understand the work,
- Define the risks that can reasonably be associated within the scope of work,
- Provide direction that eliminates and/or minimizes risk,
- Identify emergency procedures, and
- Communicate the control measures to be taken by subcontractors, employees, and clients.

Phase I

An internal pre-construction meeting is conducted to identify and communicate the specific drivers of the project, hazards reasonably associated with the project, the client's expectations, and control measures necessary for construction. A review of the following guidelines takes place:

- Does construction obstruct or impact the client's processes or personnel?
- Does construction involve potential contact with hazardous waste or materials?
- Are interim life safety measures needed at the facility?
- Will construction traffic, deliveries, or parking impact the client or surrounding neighborhood?
- Are special considerations needed?

Phase II

An external pre-construction meeting is held with all subcontractors to communicate both Miron and client expectations. Management personnel are made aware of the project-specific expectations prior to arrival at the work site.

Phase III

Pre-qualifying subcontractors and making safety a contractual obligation ensures that our project partners are prepared to meet the highest level of safety standards set by Miron and/or our clients. Subcontractors acknowledge and agree to adhere to standards that surpass that of industry norms.



RISK MANAGEMENT

Safety Training and Education



MIRON
ACADEMY of EXCELLENCE

Most clients will build once in a lifetime. Therefore, Miron views every project as an opportunity to educate owners on the importance of safety. Project safety as it relates to our coexistence and the role we play in our client's operations, as well as how we impact and can improve their environment are all issues extremely important at Miron.

Miron understands the importance of training both new and experienced employees. Training is an essential part of Miron's safety and health program for protecting workers from injuries and illnesses. We have established the **Miron Academy of Excellence**, an in-house education curriculum supported and managed by full-time Risk and Corporate Training staff. Miron recognizes that an educated workforce results in employees who can identify predictable or existing hazards. More importantly, employees are authorized to take immediate corrective action when it comes to the safety of themselves and others.

New Hire Orientation

New hire orientation programs include showing new workers how to perform their jobs safely and efficiently. Orientation training is a great opportunity to introduce employees to Miron, its services, its culture, and the policies that separate Miron from our competition. Upon start-up of every new project, all employees are provided with the project safety orientation expectations.

Management Training

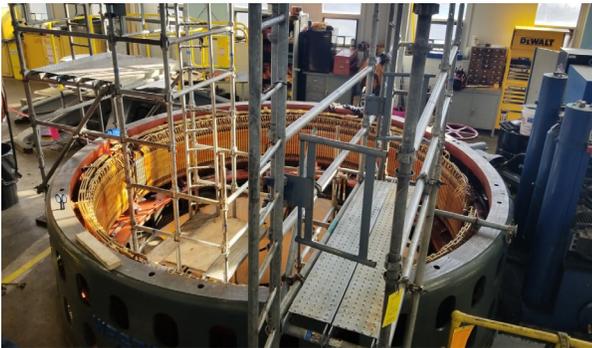
Management training and development is equally important to workplace safety, productivity, and satisfaction. Among the most useful skills that can be addressed are manager communication, supervisory training program (STP), and Leadership in Energy and Environmental Design (LEED).

Employee Training

Miron exceeds many of the training requirements promulgated by the Occupational Safety and Health Administration (OSHA). Hands-on and situation-based training are tailored to suit both Miron's and our clients' specific needs. Miron offers required and recommended training in the following:

- Hazard Communication Training - Right to Know
- OSHA 10 and 30 Hour Training
- MSHA Part 46 and 48 Training
- First Aid/CPR Certifications
- Fall Protection Training
- Scaffolding Training
- Trenching & Excavating Training
- Confined Space Training
- Crane, Rigging, Signal Training

All Miron superintendents are OSHA 30 Hour Certified.



NIPSCO NORWAY DAM HYDROELECTRIC FACILITY - UNIT 3 OVERHAUL

Monticello, Indiana

Profile

Owner: Northern Indiana Public Service Company (NIPSCO)
Project: \$225,000
Completion: June 2017
Delivery Method: General Contractor

Features

For this project, Miron was responsible for overhauling a 2 MW Vertical Unit. Work included the complete disassembly, inspection, repair, and reassembly of the unit.

Miron:

- Completed dewatering prior to commencement of work.
- Coordinated delivery of an oversized rotor and stator for an electrical contractor to rewind.
- Completed a full inspection of the unit's main components once disassembled and repaired and refurbished components as required to restore optimal operation.
- Refurbished the babbitt generator guide bearings, restoring as-designed clearances.
- Adjusted wicket gates for full range of operation.
- Completed a full alignment prior to commissioning of the unit.
- Returned the unit to service and offered commissioning support to Owner's operating crew.



EAGLE CREEK RENEWABLE ENERGY PARK MILL HYDROELECTRIC FACILITY - UNIT 1 REPAIRS

Marinette, Wisconsin

Profile

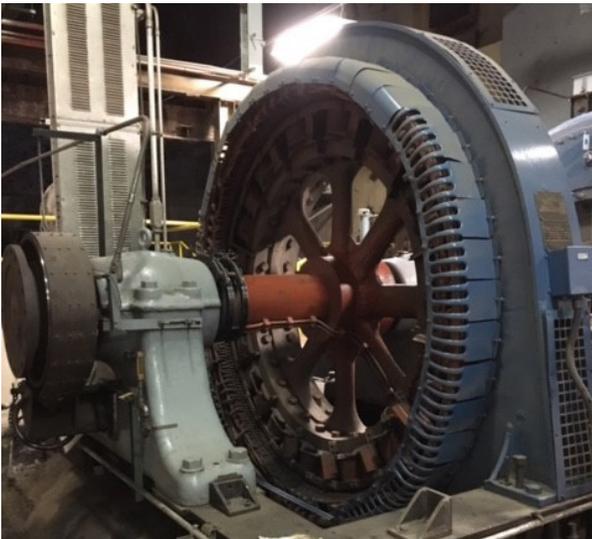
Owner: Eagle Creek Renewable Energy
Project: \$68,000
Completion: August 2017
Delivery Method: General Contractor

Features

For this project, Miron was responsible for repairs to a 400 kW Horizontal Unit (Double Camelback) at Eagle Creek's Park Mill site. Work included the inspection of and repairs and adjustments to the unit's guide bearings, runner clearances, and wicket gates to restore the unit to optimum condition.

Miron:

- Supplied and replaced three guide bearings with new lignum vitae bearing blocks. Installation included a full adjustment to restore proper operating clearances.
- Disassembled, repaired, and adjusted one wicket gate casing to return wicket gates to full range of operation.
- Supplied and replaced like in kind governor arms throughout the unit.
- Repaired main governor shaft to restore smooth operation of wicket gates throughout unit.



GENERAL HYDROELECTRIC FACILITY MECHANICAL INSPECTIONS

Various Locations

Profiles

Owner: Northbrook Energy
Project: Little Q Hydro Annual Inspections (2017)
Location: Niagara, Wisconsin
Scope: Inspection of five (5) horizontal units (800 kW-1.9 MW) and one vertical unit (2.4 MW)

Owner: Packaging Corporation of America (PCA)
Project: Grandmother Hydro Annual Inspections (2016, 2017)
Location: Tomahawk, Wisconsin
Scope: Inspection of three (3) vertical units (1 MW each)

Owner: Oconto Electric Cooperative
Project: Stiles Hydro Trash Rack Inspection (2017)
Location: Stiles Junction, Wisconsin
Scope: Inspection of trash racks and surrounding infrastructure

Owner: City of Norway
Project: Sturgeon Falls Hydro Annual Inspections (2016, 2017)

Location: Norway, Michigan
Scope: Inspection of two (2) horizontal units (1.2-2.7 MW) and two (2) vertical units (1.2 MW each)

Features

- Physical inspections of all main turbine components, including documentation of runner, wicket gate, and bearing clearances.
- Adjustment of bearings, packing, wicket gates, etc.
- Minor repairs as guided by inspection findings and Owner direction.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345		
	E-MAIL ADDRESS:		
INSURED MIRON CONSTRUCTION CO., INC. P. O. Box 509 Neenah WI 54957-0509 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Underwriters, Inc.		19917
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570070317937	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO 9259229-10 GENERAL LIABILITY	04/01/2017	04/01/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9259228-10 BUSINESS AUTOMOBILE	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			1000038761-11 UMBRELLA LIABILITY	04/01/2017	04/01/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9259230-10 WORKERS' COMPENSATION	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570070317937

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1600 KVA RUNNER BEARING - PO #123456789
ADDITIONAL INSURED ON THE GENERAL LIABILITY THE CHARTER TOWNSHP OF YPSILANTI AND ITS PAST, PRESENT, AND FUTURE ELECTED OFFICIALS, APPOINTED COMMISSIONS AND BOARDS, AGENTS AND EMPLOYEES AS RESPECTS TO THE PROJECT NAMED ABOVE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. ENDORSED POLICIES WILL INCLUDE A 60 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CHARTER TOWNSHIP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



1862-2017
Celebrating over 150 years of Hydro Industry Expertise

THE JAMES LEFFEL & CO.



Manufacturers of
HYDRAULIC TURBINES

1978 Commerce Circle – Springfield, OH USA 45504-2012

Phone (937) 322-0116

www.leffelcompany.com

Fax: (937) 322-0467

February 26, 2018

Mr. Michael Saranen
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Subject: Runner Bearing Installation, 1600 KWA Hydro Generator

Dear Mr. Saranen,

In response to your request of January 5, 2018, The James Leffel & Co. is pleased to provide the following proposal in compliance with your RFP.

The work is estimated to take about 6 weeks of 5 or 6, 10 hour days per week with one field engineer and two millwrights. The crew might take one long weekend off.

Price: **\$146,000.00**

Extra work due to findings and as approved by the Charter Township of Ypsilanti will be charged per the attached schedule.

As for bid bond, please see attached check in the amount of **\$7300.00 – 5%** of quoted price.

Clarification:

The James Leffel & Co. will only enter into a contract for this job to install the bearing and shaft manufactured by our company. The last updated proposal for these parts was sent on February 23, 2018.

In the event that the entire generator has to be moved for line up with the turbine, this work will not be covered in the alignment check and will be performed as approved extra work.

Our crew shall have access to use the bridge crane in the powerhouse for removal and installation of the components.

I hope you will find this proposal of interest and we are awaiting your further communication for this repair project.

Sincerely,

Anders Dyng
President
The James Leffel & Co.



THE JAMES LEFFEL & CO.
TERMS & CONDITIONS OF SALE

SELLER: Seller as used in this agreement will be understood to mean THE JAMES LEFFEL & CO.

PURCHASER: Purchaser as used in this agreement will be understood to mean any public body or authority, corporation, association, partnership, or individual for whom work is to be performed.

ACCEPTANCE: The following terms and conditions of sale shall be the only terms and conditions of sale applicable to the agreement between the Seller and the Purchaser. Purchaser shall note its acceptance of the Seller's proposal by signing in the space indicated, OR by a letter OR purchase order referring to this proposal and noting Purchaser's acceptance of the terms and conditions herein. Purchaser's assent to the terms and conditions of sale set forth herein is conclusively presumed from Purchaser's failure reasonable to object in writing or from Purchaser's acceptance of all or any part of the products described in this proposal.

Upon acceptance, this agreement and any documents specifically referred to as being a part hereof, constitute the entire agreement of the parties and it shall not be modified except in writing signed by both parties.

PACKING: Packing is included in accordance with the Seller's standard practice.

DRAWINGS & INFORMATION: The acceptance of this order must be accompanied by sufficient information to enable the Seller to proceed with the order forthwith, otherwise Seller reserves the right to adjust the price of this order to cover any increase in cost to the Seller due to delays or expenses incurred in obtaining necessary information.

Any drawings supplied by the Seller in connection with this order are for the use of Purchaser only. Purchaser shall not sell, assign, or disclose such drawings or any information contained therein except to the extent specifically authorized in writing by Seller. Seller shall not provide information proprietary in nature.

Timely performance by the Seller is contingent upon Purchaser's supplying, when needed, all required technical information and all required commercial documentation.

COMPLETION DATES: Completion dates are given to the best of the Seller's knowledge based upon conditions existing at the time Purchaser's order is placed and upon information furnished by Purchaser.

The Seller shall not, in any event, be liable for prospective or speculative profits or indirect, special, consequential or liquidated damages or penalties.

Seller shall not be liable for any failure to perform its obligations under this order resulting directly or indirectly from or contributed to by any acts of God, acts of Purchaser, acts of Civil, governmental or military authority, fire, sabotage, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the Seller's reasonable control whether similar or dissimilar to the foregoing. Any delay caused by such events shall extend the delivery period correspondingly.

DELIVERY: Delivery shall be F.O.B., shipping point, freight collect. Delivery is not guaranteed at or to the destination. Claims for shortages or damage in transit must be made by the Purchaser against the carrier.

TITLE & RISK OF LOSS: Title to and risk of loss for the products passes to Purchaser in accordance with delivery terms except that a security interest in the products and any replacement shall remain with the Seller regardless of mode of attachment to realty or other property, until full price has been paid in cash. Purchaser agrees to all acts necessary to perfect and maintain said security interest, and to protect the Seller's interest, by adequately insuring the products against loss or damage from any external cause with the Seller named as insured or coinsured.

Any prepayment by the Seller of freight charges or insurance shall be for the account of Purchaser, and shall be paid by Purchaser in addition to the purchase price.

PAYMENT TERMS: Terms of payment are NET 30 days from invoice date, U.S. Dollars or as set forth in written proposal.

Purchaser shall be liable to the Seller for a late payment charge of 2% per month on the outstanding balance in respect to any amounts not paid when due in accordance with the terms of payment.

PRICES: This proposal is valid for thirty (30) days from date of proposal unless extended in writing by the Seller.

Prices do not include sales, use, excise, or any similar tax. Any tax or other government charge upon the production, sale, shipment, or use of product(s), which the Seller is required to pay or collect from Purchaser, shall be paid by Purchaser to the Seller unless Purchaser furnished the Seller with a tax exemption certificate acceptable to the applicable taxing authority.

Prices are firm for shipment quoted. Price is subject to adjustment after expiration of bid validity.

WARRANTY: In lieu of any other warranty, conditions, or liability imposed by law, the Seller warrants to the Purchaser only that the Seller's goods will be free from defects in materials or workmanship in normal use and service for a period of twelve (12) months from the date of Purchaser's acceptance of the goods, or eighteen (18) months from the date of shipment, whichever comes first. This warranty does not cover damage caused by but not limited to flood, fire, acts of God, accident, improper installation, or removal of identification marks or labels, mishandling, tampering, alteration or improper use by Purchaser.

Reworked Components: All due care and caution will be exercised during rework of existing components to be reused. Seller will only guarantee workmanship and applied new materials on reworked components for a period of one year after installation or eighteen (18) months after receipt of the parts at the site, whichever comes first. Guarantees do NOT extend to cover the base material of reworked components. Our obligation under this warranty will be limited to repairing or at our discretion, replacing F.O.B., the Seller's factory or other location designated by the Seller any part thereof proving defective. The repair or replacement parts will be returned to Purchaser freight collect. Purchaser shall assume all responsibility and expense for removal and reinstallation in connection with the foregoing remedies.

REPAIR OR REPLACEMENT UNDER THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDY OF THE PURCHASER. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON ITS GOODS. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE SELLER'S GOODS.

Further, Seller will not assume any responsibility, expense or liability for repair or work performed by others unless such repairs or work is authorized in advance by Seller in writing.

The Seller will extend to the Purchaser a warranty equivalent to the written warranty (if any), which Seller may have received, from the supplier of goods, components or part not of Seller's manufacture. The Seller shall not assume any greater liability under such other manufacturer's warranty than is imposed on the Seller by its own warranty.

LIABILITY: Neither the Seller nor its suppliers shall be liable, under any legal theory, for loss of use, prospective or speculative profits or revenue, or for cost of capital or of substitute use or performance, or for any incidental, indirect, special or consequential damages, liquidated damages or penalties, or for any other loss or cost of similar type, or for claims by Purchaser for damages of Purchaser's customers. The supplier is not liable for any injury due to acts of Purchaser. The remedies of Purchaser set forth herein are exclusive and any liability of the Seller therefor shall in no case exceed an aggregate amount equal to the contract price of this agreement.

PATENTS, TRADEMARK: In the event any product to be furnished under this agreement is the design of the Seller, the Seller agrees to hold harmless the Purchaser and its customers against any damage awarded by a court of final jurisdiction in any suit or suits for the infringements of any United States Letters Patent or Trademark by reason of the sale or use of such product furnished by the Seller under this agreement. The foregoing undertaking shall not apply unless the Seller shall have been informed immediately by Purchaser of the charge of suit alleging such infringement and shall have been given the opportunity to take over the defense thereof, and further such undertaking shall not apply if (i) the claimed infringement is settled without the consent of the Seller unless required by a final unappealable decree of a court of competent jurisdiction, or (ii) the infringement results from the use of a product delivered under Purchaser's order in combination with a product not delivered hereunder where such infringement would not have occurred from the use of the product alone delivered hereunder.

ARBITRATION: Whereas upon any controversy or claim arising between the Seller and Purchaser, in relation to or in connection with this agreement, or to the interpretation, breach or enforcement hereof, either party may give to the other notice in writing of the existence of such controversy or claim, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within thirty (30) days of the receipt of such notice, shall be submitted to three (3) arbitrators appointed by the American Arbitration Association and settled in the City of Springfield, Ohio in accordance with the rules, then obtained, of the American Arbitration Association.

The demand for arbitration shall be made within a reasonable time after any controversy or claim or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such controversy or claim or other matter in question would be barred by the applicable statute of limitation. Any award made by a majority of such arbitration shall be final, binding, and conclusive on all parties hereto for all purpose and may be enforced by any court having jurisdiction hereof. Purchaser hereby submits itself to the jurisdiction of the Ohio courts for purposes of any proceedings involving or related to this contract or an arbitration award granted pursuant hereto. The cost of the arbitrators shall be borne equally by Seller and Purchaser.

INDEMNITY: Seller shall indemnify and hold harmless the Purchaser from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work, provided that such claims, damages, losses or expenses are (a) attributable to bodily injury or to destruction of property, and (b) are caused in whole by a negligent act or omission by Seller. The indemnification set forth above shall not include attorney's fees, consequential and incidental damages such as but not limited to loss of profit and loss of use, and with respect to property, is limited to value of replacement of property destroyed.

CHANGES: The Purchaser may, in writing, order changes in the work. If the change results in alteration of the Seller's actual cost of performance or time of completion, the contract sum or the time of completion, or both as the case may be, shall be adjusted and any adjustment shall be confirmed and agreed to in writing before the changes are executed by the Seller.

TERMINATION: Purchaser may not terminate or cancel this order or any part thereof for convenience or otherwise except on terms mutually agreed to by the Seller and Purchaser.

WAIVER: No failure or delay on the part of the Seller to exercise any right, power of privilege under this agreement shall operate as a waiver thereof in that or any other instance.

GOVERNING LAW: This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Ohio, as effective and in force on the date hereof. Whenever a term defined by said Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code shall control.

SUCCESSORS and ASSIGNS: The provision of this agreement shall be binding upon the parties hereto and their respective partners, heirs, successors, assigns and legal representatives. Any assignment of this agreement, or any rights hereunder by the Purchaser without the written consent of the Seller, shall be void.

The foregoing is hereby accepted this _____ day of _____, 20_____.

(Name of Purchaser)

(Signed by)

(Title)



February 27, 2018

Attention: **Michael Saranen**

Office: 734-544-3690

Fax: 734 544-3626

Cell: 734-368-4169

Email: msaranen@ytown.org

**Re: 1600 KVA Runner Bearing Project Proposal
Ford Lake Hydroelectric Project, Ypsilanti, MI**

Charter Township of Ypsilanti,

Thank you for the hospitality shown to us during our recent site visit to the Hydro plant by your Hydro Station operator. The visit was very informative and the plant is truly historic! We learned a lot about your hydro plant and the need you have to safely replace the runner guide bearing on your 1600 KVA generator.

Hydro Consulting and Maintenance Services Inc., (HCMS) specializes in the consulting, service and repair work of hydroelectric generating units like yours. HCMS is a Woman Owned Small Business, and is proud of our excellent reputation in the hydro equipment service industry. We are pleased to present the following offer of services;

HCMS will mobilize our crew to your hydro station and provide all necessary tools and equipment, supervision, expertise and labor, travel expense and sustenance to accomplish the following,

Scope

- 1) Perform a unit inspection that includes an as-found alignment assessment prior to unit outage with a detailed assessment drawing of the generator alignment immediately upon inspection completion
 - a. Alignment inspection consists of checking bearing clearances, generator air gaps, and runner seal clearances, and shaft plumb using a pruftechnik rotalign device.
- 2) Disassembly of the intermediate guide bearing as necessary for final alignment
- 3) Place the necessary scaffolding and install necessary rigging to support the extension shaft upon decoupling and "parking" the runner in place
- 4) Removal of the pressure case cover





- 5) Move the extension shaft, and dismantle the runner stub shaft and the existing runner guide bearing, and separate the runner stub shaft from the runner
- 6) Place old parts on level #1 of the powerhouse
- 7) Clean the extension shaft packing gland seal area
- 8) Reassembly of owner supplied new runner stub shaft to existing runner, new guide bearing and lignum vitae wood blocks, new owner supplied packing and reinstall/reseal pressure case cover
- 9) Perform unit alignment
- 10) Reassemble/adjust intermediate guide bearing
- 11) Recheck alignment / perform and document "as left" readings
- 12) Provide commissioning and start-up support
- 13) Demobilization from hydro station
- 14) Deliver 2 copies of a FINAL REPORT with color photographs and detail describing all work activities, daily reports, equipment readings, all documentation related to the Runner Bearing Project including any future recommendations.

Assumptions

- 1) The top of the generating unit will not be dismantled (items above the lower extension shaft)
- 2) Adequate room exists to move the extension shaft over to allow the stub shaft to be removed from the "parked" runner
- 3) Runner will be "parked" and will not be removed from the scroll case
- 4) The head cover will not be removed
- 5) Work scope for the extension shaft is limited to cleaning
- 6) Owner will remove the zebra mussels from the work area
- 7) Owner supplies new runner stub shaft and new runner guide bearing *prior* to start of work
- 8) Runner stub shaft to runner fit is tapered bore
- 9) Owner will supply HCMS a runner stub shaft to runner fit procedure and specification
- 10) Overhead PH crane is operable and in safe working condition

Manpower

HCMS will provide a crew experienced in hydro generators, consisting of the following: (1) technical director (1) foreman and (2) millwrights. Proof of OSHA training will be provided for the millwright crew. Insurance certificates will be provided with the Township's required coverage amounts and listing of the Township's required "Additional Named Insured".





Schedule & Working Hours

Please refer to the attached work schedule. Our tentative schedule for arriving on-site is Monday July 9th, 2018, (or when the Owner supplied replacement parts are available). Our pricing and schedule is based on working 10hrs (on-site) per day, between the hours of 7:00 am to 5:30 pm, 6 days per week, Monday through Saturday, no holidays. Saturday has been included in our work schedule to compress the total unit outage time and minimize the additional expenses associated with a longer out-of-town work duration.

Pricing & Payment Terms

HCMS proposes to complete the runner bearing replacement work for the lump sum of **\$237,599.00**. Please refer to the attached *HCMS Proposal Clarifications, Charter Township of Ypsilanti*. (HCMS is a Woman Owned Small Business, recognized by the Federal Government through their Construction Contractors Registration (CCR) #MQQ9JY, Cage Code 4PZ96, Fed ID #223920397 and our DUNS #004742396).

We look forward to assisting you at your Hydro Station! If you have any questions, please call me at 920-570-2156, or email at sklabunde@hydro911.com.

Thank you again for this opportunity!

Sincerely,

Scott Klabunde
Hydro Consulting & Maintenance Services

Cc: Ken Hostler, HCMS
David Trought, HCMS
Kris Parish, HCMS

Attachments: HCMS_Proposal Clarifications
HCMS_ Project Schedule





Proposal Clarifications

Charter Township of Ypsilanti

1600 KVA Runner Bearing Project

1. **WARRANTY**

Should a component or system fails due to HCMS workmanship within 1 year of recommissioning, HCMS will warrant the workmanship provided and correct the failure. HCMS does not warrant rebuilt equipment provided by others. If the cause of the failure is not readily apparent, HCMS shall require a purchase order to be issued by the purchaser for the corrective work, and will bill the purchaser accordingly unless it can be proven that HCMS workmanship is at fault.

2. **BONDING**

HCMS has provided a bid bond with our proposal , mailed separately. HCMS can provide the requested bonds for the project for an additional cost of \$5600.00. Payment for bonds shall be due upon contract execution.

3. **DELAYS**

If company suffers delay in performance due to any cause beyond its control, such as acts of God, act or omission of purchaser, fire, flood (high river levels), strike or labor trouble, sabotage, delay in obtaining from others suitable services, materials, components, equipment, or transportation, the time of performance shall be extended a period equal to the period of the delay and its consequences. Company will give purchaser notice in writing within a reasonable time after company becomes aware of any such delay.

4. **ASBESTOS & LEAD ABATEMENT**

*Proposal does **not** include any provision for asbestos abatement.
Proposal does **not** include any provision for lead removal.*

5. **FLUSHING OF NEW OR EXISTING PIPING, IF REMOVED**

Will be standard flush, not high velocity.

6. **OIL/FLUIDS**

Supply or disposal of oil is not included in the proposal price

7. **FASTENERS**

*Replacement fasteners are **not** included in the proposal price, and will be charged at additional cost if required and not supplied by the owner*

8. **DEWATERING/REWATERING OF UNIT**

*Dewatering is **not** included in the proposal. Dewatering and maintenance of the bulkhead seal will be the owner responsibility.*

9. **SPECIAL LIFTING DEVICES**

HCMS assumes power house crane is safe for operation. HCMS will provide the rigging necessary to dismantle the extension shaft and "park" the turbine in place





10. ELECTRICAL DISCONNECTS / RECONNECTS

Performed by others

11. WORKING HOURS

Working hours are based on 1st shift 7:00 am – 5:30 pm, Monday through Saturday

12. LIQUIDATED DAMAGES

Not applicable.

13. GENERATOR BEARING OIL SUMP LEAK REPAIR

This work is not included the offer. Upon mobilization to the site , HCMS will further inspect the leak and provide repairs on a t&m basis at that point. .

14. TAXES

Taxes required to be paid to local, state, or federal government are not included in the proposal price and will be charged separately:

15. STUBBORN/DAMAGED PARTS REMOVAL

Parts that are stuck, damaged or stubborn to remove shall be charged to the customer at our standard T&M Rates.

16. DRAFT TUBE PLATFORM

Provided and installed by others

17. SUPPLY OF CONSUMABLE MATERIALS

*Gaskets, seals, expendable hardware, and consumables are **not** included in the proposal price will be provided at additional cost unless supplied by the owner*

18. CONFINED SPACE ATTENDANT & RESCUE TEAM

Provided by others where applicable.

19. START UP/COMMISSIONING SUPPORT

HCMS will assist the owner for one (1) day during Start Up/Commissioning. HCMS will not operate the owner's equipment.

20. PAYMENT TERMS

Payment milestones shall be as follows

10% due upon contract execution

15% due upon intermediate shaft removal

20% due upon turbine stub shaft removal

25% due upon new stub shaft & bearing installation

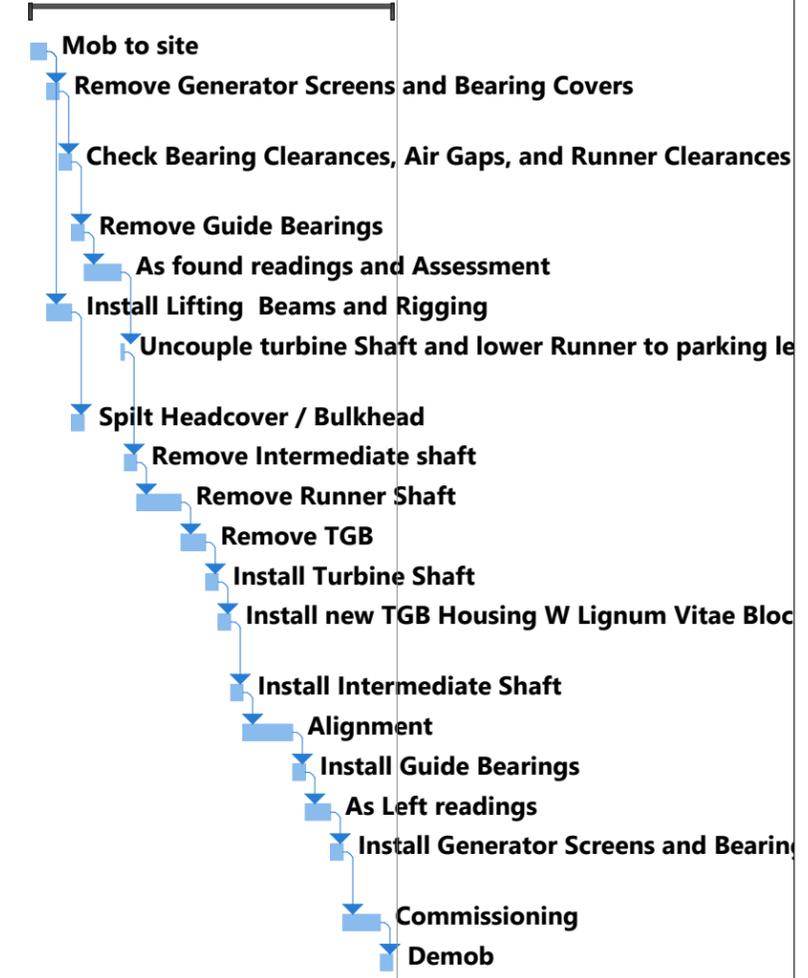
15% due upon intermediate shaft installation

15% upon completion of reassembly

All payments to be net 30 days, or 10 days with a 2% discount.



ID	Task Mode	Task Name	Duration	Start	Finish	May 2018							June 2018					July 2018					August 2018					September							
						22	27	2	7	12	17	22	27	1	6	11	16	21	26	1	6	11	16	21	26	31	5	10	15	20	25	30	4		
1		Shop Work	30 days	Tue 5/1/18	Wed 6/6/18																														
2		Design/Build Shaft Lifting Jig and	30 days	Tue 5/1/18	Wed 6/6/18	Design/Build Shaft Lifting Jig and craneway																													
3																																			
4		Field work	24.5 days	Mon 7/9/18	Tue 8/7/18																														
5		Mob to site	1 day	Mon 7/9/18	Tue 7/10/18																														
6		Remove Generator Screens and Bearing Covers	1 day	Tue 7/10/18	Wed 7/11/18																														
7		Check Bearing Clearances, Air Gaps, and Runner Clearances	1 day	Wed 7/11/18	Thu 7/12/18																														
8		Remove Guide Bearings	1 day	Thu 7/12/18	Fri 7/13/18																														
9		As found readings and Assessment	2 days	Fri 7/13/18	Mon 7/16/18																														
10		Install Lifting Beams and Rigging	2 days	Tue 7/10/18	Thu 7/12/18																														
11		Uncouple turbine Shaft and lower Runner to parking ledge	0.5 days	Mon 7/16/18	Mon 7/16/18																														
12		Spilt Headcover / Bulkhead	1 day	Thu 7/12/18	Fri 7/13/18																														
13		Remove Intermediate shaft	1 day	Mon 7/16/18	Tue 7/17/18																														
14		Remove Runner Shaft	3 days	Tue 7/17/18	Sat 7/21/18																														
15		Remove TGB	1 day	Sat 7/21/18	Mon 7/23/18																														
16		Install Turbine Shaft	1 day	Mon 7/23/18	Tue 7/24/18																														
17		Install new TGB Housing W Lignum Vitae Blocks	1 day	Tue 7/24/18	Wed 7/25/18																														
18		Install Intermediate Shaft	1 day	Wed 7/25/18	Thu 7/26/18																														
19		Alignment	3 days	Thu 7/26/18	Mon 7/30/18																														
20		Install Guide Bearings	1 day	Mon 7/30/18	Tue 7/31/18																														
21		As Left readings	2 days	Tue 7/31/18	Thu 8/2/18																														
22		Install Generator Screens and Bearing Covers	1 day	Thu 8/2/18	Fri 8/3/18																														
23		Commissioning	2 days	Fri 8/3/18	Mon 8/6/18																														
24		Demob	1 day	Mon 8/6/18	Tue 8/7/18																														



Project: Ypsilanti Schedule Date: Wed 2/28/18	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

OTHER BUSINESS
