

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**STAN ELDRIDGE**

**HEATHER JARRELL ROE**

**MONICA ROSS WILLIAMS**

**JIMMIE WILSON, JR.**

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**June 19, 2018**

**Work Session – 5:00 p.m.**

**Regular Meeting – 7:00 p.m.**

*Revised 6-18-18*

**Ypsilanti Township Civic Center**

**7200 S. Huron River Drive**

**Ypsilanti, MI 48197**

# **DEPARTMENTAL REPORTS**

	Year to Date		
	Prior Year Comparison		
Month	Revenue	Revenue	
	2017	2018	
<b>January</b>	\$ 120,611.62	\$ 109,316.31	
February	\$ 155,669.56	\$ 137,035.89	
March	\$ 182,041.34	\$ 143,323.89	
April	\$ 148,443.25	\$ 140,038.80	
May	\$ 162,945.87	\$ 128,857.87	
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			
<b>Totals:</b>	\$ 1,906,244.46	\$ 704,296.76	
<b>Expenditure</b>			
<b>Budget:</b>	\$ 1,486,200.32	\$ 1,680,537.00	
<b>Difference:</b>	\$ 420,044.14	\$ (976,240.24)	

14-B District Court

Revenue Report for May 2018

**General Account**

Account Number	
<b>Due to Washtenaw County</b>	
(101-000-000-214.222)	<b><u>\$3,395.64</u></b>
<b>Due to State Treasurer</b>	
Civil Filing Fee Fund (MCL 600.171):	\$16,030.00
State Court Fund (MCL 600.8371):	\$1,510.00
Justice System Fund (MCL 600.181):	\$22,285.62
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$0.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,530.00
Crime Victims Rights Fund (MCL 780.905):	\$7,389.00
Judgment Fee (Dept. of Natural Resources):	\$0.00
E-File Fee (228.56):	\$4,710.00
<b>Due to Secretary of State</b>	
(101-000-000-206.136)	\$1,530.00
	Total: <b><u>\$54,984.62</u></b>

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136):	\$43,336.55
Civil Fees (101-000-000-603.136):	\$13,695.00
Probation Fees (101-000-000-604.000):	\$6,871.87
Ordinance Fines (101-000-000-605.001):	\$47,888.85
Bond Forfeitures (101-000-000-605.003):	\$1,000.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$16,874.62
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$809.02)
	Total: <b><u>\$128,857.87</u></b>

**Total to General Account - (101.000.000.004.136): \$187,238.13**

**Escrow Account**

(101-000-000-205.136)

Court Ordered Escrow:	\$4,855.00
Bonds:	\$26,265.00
Restitution:	\$4,064.25

**Total to Escrow Account - (101.000.000.205.136): \$35,184.25**

14-B District Court

Monthly Disbursements

May 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.

**May 2018 Disbursements:**

Washtenaw County:	\$ 3,395.64
State of Michigan:	\$ 54,984.62
Ypsilanti Township Treasurer:	\$128,857.87

**TOTAL: \$187,238.13**

**YPSILANTI TOWNSHIP FIRE DEPARTMENT**  
**MONTHLY REPORT**

**APRIL 2018**

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	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 392 requests for assistance. Of those requests, 240 were medical emergency service calls, with the remaining 152 incidents classified as non-medical and/or fire related.

Department activities for the month of April, 2018:

- 1) The Public Education Department participated in the following events:
  - a) Station 1 Tour for Cub Scout Troop 210
  - b) Station 1 Tour for Boy Scout Troop
  - c) Smoke Alarms: 1489 Andrea (2)
  - d) 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) Ladder Truck
  - d) Swift Water

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

- 1) Fire Investigations: 2
- 2) Plan Reviews: 6
- 3) Building Inspections: 13
- 4) Fire Alarm Tests: 2
- 5) Hood Tests: 2
- 6) Pre-construction meetings: 4
- 7) Officers Meeting
- 8) Hydrant Test: 1
- 9) Tornado Evacuation Exercise at St Joseph Hospital
- 10) FDIC Conference in Indianapolis, IN

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

- 1) WAMAA
- 2) Pre-Construction meeting – Restaurant Depot
- 3) One Channel Dispatch meeting
- 4) Bureau of Fire Safety / State of MI meeting
- 5) Meeting with Board Up Company – Belfor USA
- 6) Consultation with LB Office for HQ training room
- 7) Amended Board Up Company rotation list
- 8) Auto Aid / Mutual Aid agreement with Van Buren Township
- 9) Prep meeting – EMS Q & A
- 10) EMS Q & A
- 11) Washtenaw County EMS Commission meeting
- 12) 800 MHz meeting
- 13) Officers meeting
- 14) Fire Investigation – Ellis Road

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 **\$484,200.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 04/03/2018	WB I-94 @ Harris	\$ 125,000.00 (road freight truck)
2) 04/03/2018	2324 W Michigan	\$ 2,000.00 (building)
3) 04/07/2018	2 N Normal	\$ 0.00 (Mutual Aid – City of Ypsilanti)
4) 04/08/2018	942 Holmes	\$ 0.00 (dumpster)
5) 04/08/2018	8738 Spinnaker Way	\$ 3,000.00 (cooking)
6) 04/09/2018	Ecorse @ EB Bypass	\$ 0.00 (outside rubbish)
7) 04/13/2018	3375 E Michigan	\$ 0.00 (brush)
8) 04/15/2018	510 Kennedy	\$ 1,000.00 (building)
9) 04/15/2018	2500 Holmes #517	\$ 15,000.00 (building)
10) 04/16/2018	1236 Watson	\$ 0.00 (other – communications box)
11) 04/17/2018	464 Jefferson	\$ 0.00 (Mutual Aid – City of Ypsilanti)
12) 04/19/2018	787 Campbell	\$ 0.00 (outside rubbish)
13) 04/23/2018	1157 E Clark	\$ 0.00 (grass)
14) 04/24/2018	772 Dorset	\$ 0.00 (cooking)
15) 04/25/2018	2050 Garden Court	\$ 3,200.00 (building)
16) 04/25/2018	1427 Leforge #138	\$ 0.00 (cooking)
17) 04/25/2018	7050 Wellington Court	\$ 0.00 (cooking)
18) 04/25/2018	302 Normal	\$ 0.00 (Mutual Aid – City of Ypsilanti)
19) 04/29/2018	EB I-94 @ Whittaker	\$ 0.00 (outside rubbish)
20) 04/30/2018	1000 N Huron River Drive	\$ 0.00 (Mutual Aid – City of Ypsilanti)
21) 04/30/2018	5940 Ellis	\$ 335,000.00 (building)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 04/01/2018 – 04/30/2018



**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {04/01/18} And {04/30/18}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>1 Fire</b>				
100 Fire, Other	1	0.26%	\$0	0.00%
111 Building fire	7	1.79%	\$356,200	73.56%
113 Cooking fire, confined to container	5	1.28%	\$3,000	0.61%
132 Road freight or transport vehicle fire	1	0.26%	\$125,000	25.81%
142 Brush or brush-and-grass mixture fire	1	0.26%	\$0	0.00%
143 Grass fire	1	0.26%	\$0	0.00%
150 Outside rubbish fire, Other	3	0.77%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	1	0.26%	\$0	0.00%
155 Outside stationary compactor/compacted trash fire	1	0.26%	\$0	0.00%
	<b>21</b>	<b>5.36%</b>	<b>\$484,200</b>	<b>100.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	20	5.10%	\$0	0.00%
311 Medical assist, assist EMS crew	25	6.38%	\$0	0.00%
320 Emergency medical service, other	10	2.55%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	71	43.62%	\$0	0.00%
322 Motor vehicle accident with injuries	7	1.79%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	1.53%	\$0	0.00%
331 Lock-in (if lock out , use 511 )	1	0.26%	\$0	0.00%
	<b>240</b>	<b>61.22%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	0.26%	\$0	0.00%
424 Carbon monoxide incident	1	0.26%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	3	0.77%	\$0	0.00%
442 Overheated motor	1	0.26%	\$0	0.00%
444 Power line down	22	5.61%	\$0	0.00%
445 Arcing, shorted electrical equipment	3	0.77%	\$0	0.00%
	<b>31</b>	<b>7.91%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
500 Service Call, other	1	0.26%	\$0	0.00%
510 Person in distress, Other	2	0.51%	\$0	0.00%
5111 Lock-in	1	0.26%	\$0	0.00%
520 Water problem, Other	2	0.51%	\$0	0.00%
531 Smoke or odor removal	3	0.77%	\$0	0.00%
5501 Neighborhood Watch	5	1.28%	\$0	0.00%
561 Unauthorized burning	5	1.28%	\$0	0.00%

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {04/01/18} And {04/30/18}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>5 Service Call</b>				
	<b>19</b>	<b>4.85%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
600 Good intent call, Other	4	1.02%	\$0	0.00%
611 Dispatched & cancelled en route	14	3.57%	\$0	0.00%
6111 Canceled on Arrival	38	9.69%	\$0	0.00%
622 No Incident found on arrival at dispatch address	5	1.28%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.26%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.26%	\$0	0.00%
	<b>63</b>	<b>16.07%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	2	0.51%	\$0	0.00%
710 Malicious, mischievous false call, Other	1	0.26%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.26%	\$0	0.00%
735 Alarm system sounded due to malfunction	5	1.28%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.51%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.26%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.02%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.26%	\$0	0.00%
	<b>17</b>	<b>4.34%</b>	<b>\$0</b>	<b>0.00%</b>
<b>9 Special Incident Type</b>				
900 Special type of incident, Other	1	0.26%	\$0	0.00%
	<b>1</b>	<b>0.26%</b>	<b>\$0</b>	<b>0.00%</b>

**Total Incident Count: 392**

**Total Est Loss:**

**\$484,200**

**YPSILANTI TOWNSHIP FIRE DEPARTMENT**  
**MONTHLY REPORT**

**MAY 2018**

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	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 397 requests for assistance. Of those requests, 232 were medical emergency service calls, with the remaining 165 incidents classified as non-medical and/or fire related.

Department activities for the month of May, 2018:

- 1) The Public Education Department participated in the following events:
  - a) Hosted Township Special Election
  - b) Truck Demonstration at Ypsilanti High Touch-A-Truck Event
  - c) Truck Demonstration at Township Civic Center for Lincoln Elementary School
  - d) Hosted W4 Country Radio Station "Fire House Friday"
  - e) Car Seat fittings for U of M Buckle Up program
  
- 2) Fire fighters attended 15 neighborhood watch meetings
  
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue Team – Trench Rescue & Ropes
  - b) Washtenaw County HazMat
  - c) Swift Water

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

- 1) Fire Investigations: 3
- 2) Plan Reviews: 9
- 3) Building Inspections: 5
- 4) Fire Alarm Tests: 2
- 5) Meetings: 7
- 6) MI IAAI Arson School in Traverse City, MI

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

- 1) WAMAA
- 2) Bid Opening for HQ Parking Lot replacement
- 3) Pre-Construction meeting for HQ Parking Lot
- 4) Hosted Fire House Friday for W4 Country Radio Station
- 5) SE MI Fire Chiefs meeting at Yankee Air Museum
- 6) Construction Kickoff for American Center for Mobility (ACM)
- 7) Region 2 Site visit
- 8) Q & A for Hydro Dam Safety
- 9) Kent Brown / LB Office meeting – revised training room information
- 10) New Apparatus / Truck Committee meeting
- 11) Officer meeting
- 12) Auto Aid Agreement with Superior Township & City of Ypsilanti
- 13) Revised Auto Aid meeting with Pittsfield Township Fire Chief
- 14) Hosted Special Millage Election
- 15) Prep meeting for Township Resident Shred Event
- 16) Secured portable diesel tank at Station 4 / Textile
- 17) Memorial Day Parade
- 18) Civil Service meeting

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

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

This month the total fire loss, including vehicle fires, is estimated at **\$110,200.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 05/01/2018	2416 E Michigan	\$ 0.00 (vehicle)
2) 05/02/2018	1597 N Prospect	\$ 0.00 (Mutual Aid – Superior Township)
3) 05/02/2018	WB I-94 @ S Wiard	\$ 12,000.00 (vehicle)
4) 05/02/2018	1721 S Emerson	\$ 0.00 (brush)
5) 05/04/2018	1326 Anna Stepp	\$ 0.00 (vehicle)
6) 05/06/2018	Ridgeview @ Spruce	\$ 0.00 (Mutual Aid – Superior Township)
7) 05/06/2018	Whittaker @ EB I-94	\$ 8,500.00 (vehicle)
8) 05/06/2018	7300 Warwick Drive	\$ 1,200.00 (other - dryer)
9) 05/07/2018	WB I-94 @ S Harris	\$ 2,500.00 (vehicle)
10) 05/08/2018	N Ford Blvd @ E Michigan	\$ 0.00 (grass)
11) 05/09/2018	803 Green	\$ 0.00 (Mutual Aid – City of Ypsilanti)
12) 05/18/2018	817 Hilyard Robinson	\$ 0.00 (Mutual Aid – City of Ypsilanti)
13) 05/19/2018	E Clark @ Leforge	\$ 0.00 (vehicle)
14) 05/23/2018	E Clark @ Fall River	\$ 1,000.00 (vehicle)
15) 05/25/2018	1092 S Grove	\$ 0.00 (brush)
16) 05/26/2018	N Ford Blvd @ Russell	\$ 0.00 (brush)
17) 05/27/2018	12750 Bunton	\$ 0.00 (Mutual Aid – Augusta Township)
18) 05/27/2018	1428 Village Lane	\$ 0.00 (dumpster)
19) 05/27/2018	516 St John	\$ 0.00 (Mutual Aid – City of Ypsilanti)
20) 05/29/2018	1267 Russell	\$ 0.00 (cooking)
21) 05/30/2018	1580 S Harris	\$ 85,000.00 (building)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 05/01/2018 – 05/31/2018

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {05/01/18} And {05/31/18}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>1 Fire</b>				
100 Fire, Other	1	0.25%	\$1,200	1.08%
111 Building fire	6	1.51%	\$85,000	77.13%
113 Cooking fire, confined to container	2	0.50%	\$0	0.00%
131 Passenger vehicle fire	7	1.76%	\$24,000	21.77%
142 Brush or brush-and-grass mixture fire	3	0.76%	\$0	0.00%
143 Grass fire	1	0.25%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	1	0.25%	\$0	0.00%
	<b>21</b>	<b>5.29%</b>	<b>\$110,200</b>	<b>100.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	15	3.78%	\$0	0.00%
311 Medical assist, assist EMS crew	12	3.02%	\$0	0.00%
320 Emergency medical service, other	5	1.26%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	81	45.59%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.02%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	11	2.77%	\$0	0.00%
	<b>232</b>	<b>58.44%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	0.25%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.25%	\$0	0.00%
424 Carbon monoxide incident	2	0.50%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	4	1.01%	\$0	0.00%
441 Heat from short circuit (wiring), defective/worn	1	0.25%	\$0	0.00%
444 Power line down	9	2.27%	\$0	0.00%
445 Arcing, shorted electrical equipment	4	1.01%	\$0	0.00%
	<b>22</b>	<b>5.54%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
500 Service Call, other	4	1.01%	\$0	0.00%
510 Person in distress, Other	4	1.01%	\$0	0.00%
511 Lock-out	1	0.25%	\$0	0.00%
5111 Lock-in	1	0.25%	\$0	0.00%
531 Smoke or odor removal	5	1.26%	\$0	0.00%
550 Public service assistance, Other	3	0.76%	\$0	0.00%
5501 Neighborhood Watch	7	1.76%	\$0	0.00%
5502 Community Outreach	1	0.25%	\$0	0.00%
551 Assist police or other governmental agency	3	0.76%	\$0	0.00%
553 Public service	1	0.25%	\$0	0.00%
554 Assist invalid	1	0.25%	\$0	0.00%

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {05/01/18} And {05/31/18}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>5 Service Call</b>				
561 Unauthorized burning	3	0.76%	\$0	0.00%
	<u>34</u>	<u>8.56%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
600 Good intent call, Other	6	1.51%	\$0	0.00%
611 Dispatched & cancelled en route	31	7.81%	\$0	0.00%
6111 Canceled on Arrival	28	7.05%	\$0	0.00%
622 No Incident found on arrival at dispatch address	5	1.26%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.25%	\$0	0.00%
	<u>71</u>	<u>17.88%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	2	0.50%	\$0	0.00%
710 Malicious, mischievous false call, Other	1	0.25%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.25%	\$0	0.00%
733 Smoke detector activation due to malfunction	2	0.50%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.25%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.25%	\$0	0.00%
741 Sprinkler activation, no fire - unintentional	1	0.25%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.50%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.25%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	5	1.26%	\$0	0.00%
	<u>17</u>	<u>4.28%</u>	<u>\$0</u>	<u>0.00%</u>

**Total Incident Count: 397**

**Total Est Loss:**

**\$110,200**

*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](http://www.ytown.org)

**Date:** June 11, 2018  
**To:** Clerk's Office  
**CC:**  
**From:** Michael Saranen, Hydro Operation Manager

**Subject:** Monthly Report (activities in May 2018)

## Activities:

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### 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 primarily for adjusting the lake level.

Average precipitation for the month of May is around 3.28", this year it was about 5.83" and production for the month was well above average and set a new May high.

#### Regulatory:

##### **For 2018-**

- update DSSMP
- A DSSMR- Submitted to FERC
- Owners Dam Safety Program Review (complete)
- EAP Training (completed)
- Part 12- recommendation plan (almost finished)
- WQ Report (collecting data)
- Nuisance Plant Plan Report (started, 1<sup>st</sup> survey complete)
- Wildlife Plan Report
- Historical Activity Report
- Gate Certification
- Security Review (started)
- FERC Annual Safety inspection (scheduled in July)
- EAP annual update and test
- Spillway Assessment (reviewing comments from FERC)
- Annual DEQ lake Operation Monitoring Report (complete)

##### **For 2019-**

- EAP Table & Functional Exercise



**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. Project has approval from the Board. James Luffel & Company has approved for the project. Scheduled for July 2018. The new bearing is being manufactured and on schedule per JL&C. Currently working on final plans and issues the last of the POs to the contractors.

***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. No new info.

***Operation Summary***

<b>2018</b>	<b>May</b>	<b>YTD</b>	<b>5 yr. Ave.</b>
Precipitation <sup>1</sup>	5.83"	14.11"	31.47"
Days Online	31	150.8	353.3
Gross generation MWH (estimated)	1,516.160	6,350.224	9,201.715
Generation lost MWH (estimated)*	15.801	27.065	403.286
After Hour Call In			
Water levels	4	16	35
Mechanical/Electrical	0	1	4
Other	0	0	4
Totals	4	17	43

<b>Recent History</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
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

<sup>1</sup>Totals 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 1<sup>st</sup> and will end on September 30<sup>th</sup>; 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:

<b>2018</b>	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	17.5	0	0	0
April	13.1	0	0	0
May	28	0	0	0
June				8,129
July				862
August				0
September				0
October				0
November				0
December				0
Totals	69.2	0	0	\$ 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.

## Other

Discuss confine space rescue with Fire Dept.

Discuss a Twp. Energy Plan



# 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 [sheriffinfo@ewashtenaw.org](mailto:sheriffinfo@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  
Keith Flores, WCSO Police Services Commander  
**Date:** June 4, 2018  
**Re:** May 2018 Police Services Monthly Report

In May of 2018, there were 3909 calls for service in Ypsilanti Township, which is a 4.79% decrease in calls for service as compared to May of 2017.

## OPERATIONS

During May 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. From a year to date perspective, comparing 2018 to the same period in 2017, we have several positive comparisons:

Robberies are down 38%  
Motor Vehicle Theft is down 27%  
Larcenies (all categories) are down 18%  
Home Invasion / Burglaries are down 12%

That same period showed that Fraud increased by 16%. There are several different types of Fraud that are represented in the overall increase. However, the major contributor to the increase is a 38.5% increase in reported Identity Theft within Ypsilanti Township this year compared to last. The geography, expertise and time necessary to investigate this type of crime places significant pressure on resources.

## 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. In addition, the Calls for Service directly related to Juvenile disorder indicate that WCSO efforts in this arena are having significant effect:

Juvenile Runaways are down 13.5%  
Juvenile Offenses and Complaints are down 38.7%

We are targeting implementation the Summer of 2018 C.A.R.E project that will focus on Juveniles and Neighborhoods on 6/15/18.

## COMMUNITY ACTION TEAM

During the month of May, 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.

# CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

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

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2017	May/2018	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	4	1	-75%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	0	-100%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	1	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	4	3	-25%
13001 NONAGGRAVATED ASSAULT	45	41	-8.88%
13002 AGGRAVATED/FELONIOUS ASSAULT	27	24	-11.1%
13003 INTIMIDATION/STALKING	3	3	0%
20000 ARSON	0	0	0%
22001 BURGLARY -FORCED ENTRY	17	13	-23.5%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	3	2	-33.3%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	16	11	-31.2%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	36	37	2.777%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	4	2	-50%
23007 LARCENY -OTHER	9	6	-33.3%
24001 MOTOR VEHICLE THEFT	8	7	-12.5%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	1	3	200%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	7	-12.5%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	8	5	-37.5%
26005 FRAUD -WIRE FRAUD	0	1	0%
26007 FRAUD - IDENTITY THEFT	9	9	0%
26008 FRAUD - HACKING/COMPUTER INVASION	1	0	-100%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	3	3	0%
29000 DAMAGE TO PROPERTY	31	36	16.12%
30001 RETAIL FRAUD -MISREPRESENTATION	1	2	100%
30002 RETAIL FRAUD -THEFT	10	23	130%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	15	17	13.33%
35002 NARCOTIC EQUIPMENT VIOLATIONS	9	7	-22.2%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	8	5	-37.5%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2017	May/2018	%Change
52003 WEAPONS OFFENSE -OTHER	3	0	-100%
72000 ANIMAL CRUELTY	0	1	0%
<b>Group A Totals</b>	<b>286</b>	<b>275</b>	<b>-3.84%</b>
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
26006 FRAUD -BAD CHECKS	2	2	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	5	5	0%
38003 FAMILY -OTHER	2	0	-100%
41002 LIQUOR VIOLATIONS -OTHER	2	2	0%
48000 OBSTRUCTING POLICE	9	10	11.11%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	11	17	54.54%
53001 DISORDERLY CONDUCT	2	2	0%
53002 PUBLIC PEACE -OTHER	1	1	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	6	4	-33.3%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	23	19	-17.3%
55000 HEALTH AND SAFETY	3	1	-66.6%
57001 TRESPASS	0	2	0%
57002 INVASION OF PRIVACY -OTHER	0	1	0%
59000 ELECTION LAWS	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	1	0	-100%
70000 JUVENILE RUNAWAY	12	4	-66.6%
73000 MISCELLANEOUS CRIMINAL OFFENSE	2	3	50%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>81</b>	<b>73</b>	<b>-9.87%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	60	26	-56.6%
2900 TRAFFIC OFFENSES	29	32	10.34%
3000 WARRANTS	55	51	-7.27%
3100 TRAFFIC CRASHES	103	92	-10.6%
3200 SICK / INJURY COMPLAINT	147	149	1.360%
3300 MISCELLANEOUS COMPLAINTS	694	891	28.38%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	1	0%
3500 NON-CRIMINAL COMPLAINTS	1153	825	-28.4%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1013	961	-5.13%
3800 ANIMAL COMPLAINTS	98	97	-1.02%
3900 ALARMS	164	185	12.80%
<b>Group C Totals</b>	<b>3516</b>	<b>3310</b>	<b>-5.85%</b>
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	11	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	4	3	-25%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	0	-100%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2017	May/2018	%Change
4500 MISCELLANEOUS A THROUGH UUUU	3	4	33.33%
<b>Group D Totals</b>	<b>9</b>	<b>18</b>	<b>100%</b>
5000 FIRE CLASSIFICATIONS	0	1	0%
<b>Group E Totals</b>	<b>0</b>	<b>1</b>	<b>0%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	35	60	71.42%
6100 MISCELLANEOUS ACTIVITIES (6100)	134	149	11.19%
6300 CANINE ACTIVITIES	5	2	-60%
6500 CRIME PREVENTION ACTIVITIES	30	12	-60%
6600 COURT / WARRANT ACTIVITIES	1	2	100%
6700 INVESTIGATIVE ACTIVITIES	9	7	-22.2%
<b>Group F Totals</b>	<b>214</b>	<b>232</b>	<b>8.411%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>4106</b>	<b>3909</b>	<b>-4.79%</b>



# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2017	2018	%Change
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	2	0	-100%
10001 KIDNAPPING/ABDUCTION	2	1	-50%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	17	13	-23.5%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	3	2	-33.3%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	3	1	-66.6%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	0	-100%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	1	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	3	3	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	8	8	0%
12000 ROBBERY	21	13	-38.0%
13001 NONAGGRAVATED ASSAULT	227	203	-10.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	92	98	6.521%
13003 INTIMIDATION/STALKING	21	19	-9.52%
20000 ARSON	1	1	0%
22001 BURGLARY -FORCED ENTRY	62	54	-12.9%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	15	14	-6.66%
23001 LARCENY -POCKETPICKING	1	0	-100%
23002 LARCENY -PURSESNAATCHING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	71	49	-30.9%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	84	93	10.71%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	20	12	-40%
23007 LARCENY -OTHER	35	29	-17.1%
24001 MOTOR VEHICLE THEFT	50	36	-28%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	5	4	-20%
24003 MOTOR VEHICLE FRAUD	1	0	-100%
25000 FORGERY/COUNTERFEITING	8	11	37.5%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	43	46	6.976%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	39	42	7.692%
26005 FRAUD -WIRE FRAUD	3	3	0%
26007 FRAUD - IDENTITY THEFT	44	61	38.63%
26008 FRAUD - HACKING/COMPUTER INVASION	1	0	-100%
27000 EMBEZZLEMENT	5	6	20%
28000 STOLEN PROPERTY	8	10	25%
29000 DAMAGE TO PROPERTY	135	101	-25.1%
30001 RETAIL FRAUD -MISREPRESENTATION	3	6	100%
30002 RETAIL FRAUD -THEFT	48	78	62.5%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	83	71	-14.4%
35002 NARCOTIC EQUIPMENT VIOLATIONS	41	28	-31.7%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	1	0%
37000 OBSCENITY	3	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	1	1	0%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2017	2018	%Change
52001 WEAPONS OFFENSE- CONCEALED	20	19	-5%
52003 WEAPONS OFFENSE -OTHER	6	3	-50%
72000 ANIMAL CRUELTY	0	1	0%
<b>Group A Totals</b>	<b>1238</b>	<b>1144</b>	<b>-7.59%</b>
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	7	5	-28.5%
26006 FRAUD -BAD CHECKS	7	5	-28.5%
36004 SEX OFFENSE -OTHER	0	2	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	24	13	-45.8%
38003 FAMILY -OTHER	3	1	-66.6%
41002 LIQUOR VIOLATIONS -OTHER	10	15	50%
48000 OBSTRUCTING POLICE	44	50	13.63%
49000 ESCAPE/FLIGHT	4	1	-75%
50000 OBSTRUCTING JUSTICE	59	59	0%
53001 DISORDERLY CONDUCT	18	6	-66.6%
53002 PUBLIC PEACE -OTHER	3	1	-66.6%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	19	23	21.05%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	105	98	-6.66%
55000 HEALTH AND SAFETY	13	11	-15.3%
57001 TRESPASS	0	15	0%
57002 INVASION OF PRIVACY -OTHER	1	1	0%
59000 ELECTION LAWS	1	0	-100%
62000 CONSERVATION	1	0	-100%
63000 VAGRANCY	2	0	-100%
70000 JUVENILE RUNAWAY	37	32	-13.5%
73000 MISCELLANEOUS CRIMINAL OFFENSE	7	12	71.42%
77000 CONSPIRACY (ALL CRIMES)	1	0	-100%
<b>Group B Totals</b>	<b>366</b>	<b>350</b>	<b>-4.37%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	183	112	-38.7%
2900 TRAFFIC OFFENSES	149	115	-22.8%
3000 WARRANTS	272	255	-6.25%
3100 TRAFFIC CRASHES	544	606	11.39%
3200 SICK / INJURY COMPLAINT	595	691	16.13%
3300 MISCELLANEOUS COMPLAINTS	3272	3688	12.71%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	4	2	-50%
3500 NON-CRIMINAL COMPLAINTS	5644	4073	-27.8%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	4404	4703	6.789%
3800 ANIMAL COMPLAINTS	334	297	-11.0%
3900 ALARMS	879	798	-9.21%
<b>Group C Totals</b>	<b>16280</b>	<b>15340</b>	<b>-5.77%</b>
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	52	2500%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	2	100%
4200 PARKING CITATIONS	8	27	237.5%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2017	2018	%Change
4300 LICENSE / TITLE / REGISTRATION CITATIONS	4	7	75%
4500 MISCELLANEOUS A THROUGH UUUU	15	21	40%
<b>Group D Totals</b>	<b>30</b>	<b>109</b>	<b>263.3%</b>
5000 FIRE CLASSIFICATIONS	2	1	-50%
<b>Group E Totals</b>	<b>2</b>	<b>1</b>	<b>-50%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	172	200	16.27%
6100 MISCELLANEOUS ACTIVITIES (6100)	592	588	-0.67%
6300 CANINE ACTIVITIES	39	22	-43.5%
6500 CRIME PREVENTION ACTIVITIES	119	93	-21.8%
6600 COURT / WARRANT ACTIVITIES	4	2	-50%
6700 INVESTIGATIVE ACTIVITIES	44	48	9.090%
<b>Group F Totals</b>	<b>970</b>	<b>953</b>	<b>-1.75%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>18886</b>	<b>17897</b>	<b>-5.23%</b>



# 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, JUNE 19, 2018

**5:00pm**

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

1. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION D OF THE OPEN MEETINGS ACT... "TO CONSIDER THE PURCHASE OR LEASE OF REAL PROPERTY UP TO THE TIME AN OPTION TO PURCHASE OR LEASE THAT REAL PROPERTY IS OBTAINED".
2. BOARD MEETING RECORDINGS.....CLERK LOVEJOY ROE
3. DISCUSSION ON SNOW REMOVAL ORDINANCE.....TRUSTEE STAN ELDRIDGE
4. AGENDA REVIEW..... SUPERVISOR STUMBO
5. OTHER DISCUSSION ..... BOARD MEMBERS

# Closed Session

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1. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION D OF THE OPEN MEETINGS ACT..."TO CONSIDER THE PURCHASE OR LEASE OF REAL PROPERTY UP TO THE TIME AN OPTION TO PURCHASE OR LEASE THAT REAL PROPERTY IS OBTAINED".

# Discussion on Board Meeting Recordings

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# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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





# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA**

**TUESDAY, JUNE 19, 2018**

**7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. 7:00PM – RESOLUTION 2018-15, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #211 CREEKSIDE VILLAGE WEST-2  
(PUBLIC HEARING SET AT THE MAY 18, 2018 REGULAR MEETING)
3. PUBLIC COMMENTS
4. CONSENT AGENDA
  - A. MINUTES OF THE MAY 15, 2018 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR JUNE 5, 2018 IN THE AMOUNT OF \$872,544.38
    2. STATEMENTS AND CHECKS FOR JUNE 19, 2018 IN THE AMOUNT OF \$2,319,191.10
    3. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2018 IN THE AMOUNT OF \$53,308.58
    4. CLARITY HEALTH CARE ADMIN FEE MAY 2018 IN THE AMOUNT OF \$1,080.00
  - C. MAY 2018 TREASURER'S REPORT
5. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. BUDGET AMENDMENT #10
2. REQUEST TO APPROVE AGREEMENT WITH CARLISLE WORTMAN ASSOCIATES FOR SERVICES TO UPDATE THE TOWNSHIP MASTER PLAN AND ZONING ORDINANCE REWRITE FOR YEARS 2018-2020 IN THE AMOUNT OF \$171,500.00 WITH \$60,000.00 BUDGETED IN LINE ITEM #101-371-000-801-003 AND THE REMAINING TO BE BUDGETED IN YEARS 2019 AND 2020
3. REQUEST OF HABITAT FOR HUMANITY FOR FUNDS FOR THE RENOVATION OF 1571 RUSSELL BLVD. AND 138 N. FORD BLVD. IN THE AMOUNT OF \$60,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010

4. REQUEST APPROVAL OF THE MUNICIPAL AGREEMENT FORM FOR THE REGIONAL WASTE AUTHORITY FORMATION COMMITTEE
5. REQUEST TO APPOINT SUPERVISOR BRENDA STUMBO AS DELEGATE AND TRUSTEE STAN ELDRIDGE AS ALTERNATE TO THE REGIONAL WASTE AUTHORITY FORMATION COMMITTEE
6. RESOLUTION 2018-13, ABANDONED TAX DELINQUENT PROPERTY
7. RESOLUTION 2018-14, PURCHASE TAX FORECLOSED PROPERTIES LOCATED AT 835 LAMAY, 792 N. FORD BLVD., AND 1601 FOLEY AVE. IN THE AMOUNT OF \$67,447.00 BUDGETED IN LINE ITEM 101-950-000-969-011 ALL FROM THE 2018 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL
8. RESOLUTION 2018-16, PURCHASE OF COMMERCIAL TAX FORECLOSED PROPERTY LOCATED AT 2500 LAKEVIEW AVE. IN THE AMOUNT OF \$3,848.00 BUDGETED IN LINE ITEM #101-950-000-969-011 FROM THE 2018 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL
9. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO ENTER INTO NEGOTIATIONS SELL VACANT TOWNSHIP OWNED PROPERTY LOCATED AT 1687 EMERSON PARCEL ID# K-11-14-482-002
10. REQUEST TO APPROVE SCOPE OF WORK AND MASTER AGREEMENT WITH TECHNICAL ENVIRONMENTAL SERVICES FOR CONTAMINATED SOIL REMEDIATION AT THE CIVIC CENTER PARKING LOT IN A NOT TO EXCEED AMOUNT OF \$12,000.00 BUDGETED IN LINE ITEM 101-265-000-931-020
11. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO EXTEND THE AFSCME BARGAINING UNIT CONTRACTS WITH THE TOWNSHIP AND 14-B COURT UNTIL AUGUST 31, 2018 AND FOR ANY FUTURE EXTENSIONS SHOULD THEY BE NEEDED
12. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER FOR APPROVAL OF A CONTRACT RENEWAL WITH WASHTENAW COMMUNITY COLLEGE TO UTILIZE SPACE AT THE COMMUNITY CENTER FOR ESL AND GED CLASSES FOR THE 2018-2019 SCHOOL YEAR.
13. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF THE REVISED AUTOMATIC MUTUAL AID AGREEMENT WITH THE CITY OF YPSILANTI AND SUPERIOR TOWNSHIP
14. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 601 DONS DR. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
15. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE REMOVAL AND INSTALLATION OF FOUR (4) SPEED HUMPS ON PARKWOOD AVE. IN THE AMOUNT OF \$23,130.00 BUDGETED IN LINE ITEM #101-446-000-818-022

16. REQUEST TO INCREASE ELECTION WORKERS HOURLY RATES TO \$13.00 PER HOUR FOR INSPECTORS, \$14.00 PER HOUR FOR CO-CHAIRPERSONS AND \$17.00 PER HOUR FOR CHAIRPERSONS BEGINNING WITH THE AUGUST 7, 2018 PRIMARY
17. REQUEST APPROVAL OF NON-DISCLOSURE AGREEMENT WITH DTE ENERGY FOR USE OF DTE POLES
18. REQUEST TO FORMALLY ACCEPT THE PAYMENT FROM DTE ENERGY IN THE AMOUNT OF \$174,331.86 FOR A UNDERPAYMENT OF ELECTRICITY PURCHASED FROM FORD LAKE DAM FOR YEARS 1993-2017 INCLUSIVE
19. RESOLUTION 2018-17, WAGES FOR NON-UNION AND CONFIDENTIAL EMPLOYEES
20. REQUEST TO APPOINT TREASURER LARRY DOE AND TRUSTEES STAN ELDRIDGE AND JIMMIE WILSON, JR TO THE LIQUOR COMMITTEE WITH TERM EXPIRING NOVEMBER 20, 2020
21. REQUEST TO APPROVE CONTRACT WITH SME FOR WATER TESTING ON SKYLIGHTS AT THE TOWNSHIP CIVIC CENTER IN THE AMOUNT OF \$3,600.00 BUDGETED IN LINE ITEM #101-956-000-801-000

#### **AUTHORIZATIONS AND BIDS**

1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO WAIVE THE FINANCIAL POLICY AND PURCHASE A 2018 FORD EXPEDITION KL (SSV) MAX EL 4X4 WITH MIDEAL PRICING CONTRACT #07B1300005 IN THE AMOUNT OF \$41,754.00 BUDGETED IN LINE ITEM #206-970-000-979-000
2. REQUEST OF ERIC COPELAND, FIRE CHIEF TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE PROPOSAL FROM IMAGETREND FOR A CLOUD BASED INCIDENT REPORTING SOFTWARE PACKAGE AS PART OF A REGIONAL PARTNERSHIP OF EIGHT AREA FIRE DEPARTMENTS IN THE AMOUNT OF \$21,606.10 BUDGETED IN LINE ITEM 206-970-000-980-001
3. REQUEST TO AWARD LOW BID FOR PLAY STRUCTURE IMPROVEMENTS AT FORD LAKE PARK, NORTH BAY PARK AND LOONFEATHER POINT PARK TO PLAY ENVIRONMENTS IN THE AMOUNT OF \$294,883.26 WITH A CONTINGENCY AMOUNT OF \$25,000.00 FOR A TOTAL AMOUNT OF \$319,883.26 BUDGETED IN LINE ITEM 212-970-000-975-795

#### **OTHER BUSINESS**

# PUBLIC HEARING

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

# Charter Township of Ypsilanti

## RESOLUTION NO. 2018-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*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

May 28, 2018

Owner  
Owner Address  
Owner City, State Zip

**Re: *Public Hearing Scheduled for Tuesday, June 19, 2018 at Approximately 7:00pm for the Creation of Streetlight Special Assessment District #211 Creekside West-2***

Dear Property Owners:

Based on a request from the Creekside West Homeowners Association, the Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of streetlight special assessment district #211 Creekside West-2 for the installation of one (1) streetlight to be located at Tuttlehill Rd. and Ringneck Dr. and one (1) streetlight to be located at Tuttlehill Rd. and Indigo Lane.

This will include your property located at: Property Address  
Parcel number

**The public hearing will be held on Tuesday, June 19, 2018 at approximately 7:00 p.m. in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.**

The Detroit Edison lamp layout for the proposed new streetlights is located on the back of this letter.

Installation charges for the two (2) streetlights is \$6,094.55. This cost is divided by the one hundred ninety seven (197) parcels and is spread over a ten (10) year period and equals \$3.09 per parcel. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$333.70. This cost is divided among the one hundred ninety seven (197) parcels and equals \$1.69 per parcel. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.

**Total estimated annual costs for the additional streetlights would be \$4.78 per parcel, per year, after 10 years the estimated cost would drop to \$1.69 per year**

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to [klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org) or [lstanfield@ytown.org](mailto:lstanfield@ytown.org).

**To Legally Protest the Streetlight Special Assessment:**

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,

Karen Lovejoy Roe, Clerk

Lisa Stanfield, Deputy Clerk

lrs  
cc: File

**YpsiTwp-Creekside West**

**AFFIDAVIT OF PUBLICATION**

PUBLIC NOTICE Public Act of 2002 Proceedings - Notice of Special Assessment Hearing - Township of Ypsilanti, Washtenaw County, Michigan TO: THE RESIDENTS AND PROPERTY OWNERS OF THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN AND ANY OTHER INTERESTED PERSONS PLEASE TAKE NOTICE that the Township Board of the Charter Township of Ypsilanti proposes to install one streetlight at the intersection of Tuttlehill Rd. and Ringneck Dr. and one streetlight at the intersection of Tuttlehill Rd. and Indigo Lane in the Creekside West Subdivision and to create Street Light Special Assessment District #211 Creekside West-2 for the recovery of the cost of installation and operation by special assessment against the properties benefited therein. PLEASE TAKE FURTHER NOTICE that the district within which the forgoing improvements are proposed to be constructed and within which the cost thereof is proposed to be assessed is more particularly described as follows: COMMONLY KNOWN AS CREEKSIDE WEST PLEASE TAKE FURTHER NOTICE that said plans and special assessment district map may be examined at the office of the Township Clerk from the date of this notice until and including the date of the public hearing heron and may further be examined at such public hearing. PLEASE TAKE FURTHER NOTICE that a public hearing upon such proposed special assessment district, location and estimated costs will be held at the Charter Township of Ypsilanti Civic Center, 7200 S. Huron River Drive, Ypsilanti Township, MI commencing at approximately 7:00pm on Tuesday, June 19, 2018. An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing by publication in the newspaper only, unless the amount to be specially assessed increases by more than 10 percent in any one year, then mailed notice of the public hearing will be provided to owners of property to be specially assessed. The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting or public hearing, to individuals with disabilities upon a 10 day notice to the Ypsilanti Township Board by writing or calling KAREN LOVEJOY ROE, CLERK, 7200 S. HURON RIVER DRIVE, YPSILANTI, MI 48197 (734)484-4700. KAREN LOVEJOY ROE, CLERK CHARTER TOWNSHIP OF YPSILANTI Publish: Thursday, May 31, 2018 05/31

(Affidavit of Publisher)

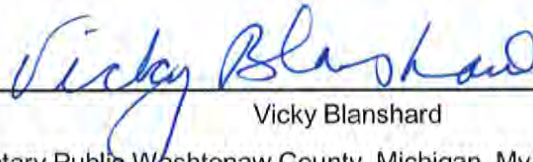
STATE OF MICHIGAN,  
ss.  
COUNTY OF WASHTENAW

The undersigned, an employee of the publisher of Washtenaw County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Washtenaw County Legal News a newspaper circulated in Washtenaw County on May 31, 2018 A.D.



Sheila Pursglove

Subscribed and sworn before me on this 31st day of May 2018 A.D.



Vicky Blanshard

Notary Public Washtenaw County, Michigan. My commission expires: August 9, 2020 Acting in Washtenaw County, Michigan.

Attorney: Ypsilanti Twp. - Ypsilanti Twp.  
AttorneyFile#:   
Notice#: 1352645





April 5, 2018

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

Re: Charter Township of Ypsilanti-Nancy Tuttlehille @ Indigo and Ringneck

Attached is the agreement for the work to be performed in the budget letter was sent on February 23, 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 **\$6,094.55** 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

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and the Charter Township of Ypsilanti ("Customer") as of April 5, 2018.

### RECITALS

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

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

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

### AGREEMENT

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

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

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

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

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

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

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

7. Street Lighting Service Rate.

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

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

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

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

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

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

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

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

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

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

16. Miscellaneous.

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

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

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

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

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

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

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

\*\*\*\*\*

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

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Charter Township of Ypsilanti

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of April 5, 2108 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 April 5, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	50372668	
	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:	[Tuttlehill @ Indigo and Ringneck], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install two (2) 135w LED Autobahn LED fixtures with gray housing mounted on a 17' 6" steel support arm attached to one existing wood pole and one new pole.	
5. Estimated Total Annual Lamp Charges	\$333.70	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$7,095.65
	Credit for 3 years of lamp charges:	\$1,001.10
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$6,094.55</b>
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, MI48197 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 0 posts and 0 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 N/A.  
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: N/A Title: N/A

Phone Number: N/A Email: N/A

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: \_\_\_\_\_

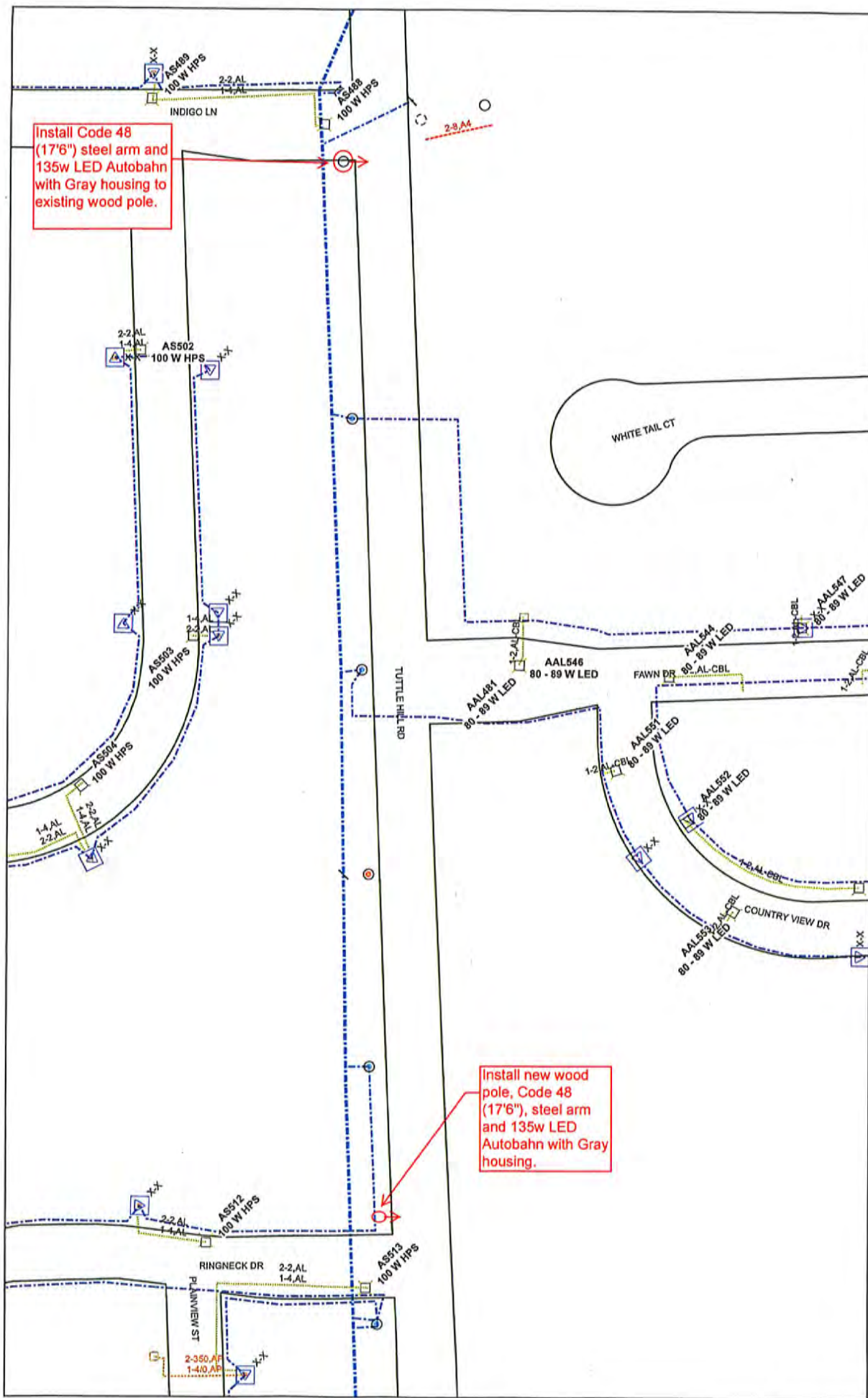




**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]



Install Code 48 (17'6") steel arm and 135w LED Autobahn with Gray housing to existing wood pole.

Install new wood pole, Code 48 (17'6"), steel arm and 135w LED Autobahn with Gray housing.

**Zimbra****Istanfield@ytown.org**

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**Fwd: Streetlight Special Assessment Creekside West-2**

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**From :** Karen Lovejoy Roe                      Tue, Jun 12, 2018 05:36 PM  
<klovejoyroe@ytown.org>  
**Subject :** Fwd: Streetlight Special  
Assessment Creekside West-2  
**To :** Lisa Stanfield  
<Istanfield@ytown.org>,  
Stan Eldridge  
<seldridge@ytown.org>,  
Larry Doe  
<ldoe@ytown.org>, Brenda  
Stumbo  
<bstumbo@ytown.org>,  
Heather Jarrell Roe  
<Heather.roe7@gmail.com>,  
Monica Ross-Williams  
<mrosswilliams@ytown.org>,  
Jimmie Wilson Jr.  
<jwilson@ytown.org>

Please include in packet for the public hearing...this is for the SAD for Creekside West 2 streetlights. thanks, karen

----- Forwarded Message -----

From: "michael browning"  
<michaelklayscie@yahoo.com>  
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>,  
Istanfield@ytown.org  
Sent: Tuesday, June 12, 2018 8:21:35 AM  
Subject: Streetlight Special Assessment Creekside  
West-2

I object to the proposal to install new streetlights in the Creeside west subdivision. There are currently lights in each location that was listed in the correspondence that was mailed out. As a resident of over 13yrs there hasn't been a need and I don't see one now. The HOA needs to ensure that the lights that are currently installed stay operational.  
Michael Browningmichaelklayscie@yahoo.com

--

Karen Lovejoy Roe  
Clerk  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
734.484.4700  
[ <mailto:klovejoyroe@ytown.org> |  
[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org) ]  
For Ypsilanti Township News go to  
[ <http://ytown.org/> | [ytown.org](http://ytown.org) ]

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# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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

Supervisor Stumbo called the meeting to order at approximately 5:02 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: Stan Eldridge, Heather Jarrell Roe. Monica Ross-Williams and Jimmie Wilson, Jr. (arrived late)

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**1. AGENDA REVIEW.....BRENDA STUMBO**

**NEW BUSINESS**

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

Dick Carlisle, Carlisle Wortman & Associates explained he was here to request the Boards' approval of the Economic Development Strategy that they have spent the last nine months working on with the Economic Development Steering Committee. He said this would be the guiding document with the Economic Development Program as the Township moves forward and hopefully with the new Economic Development Director.

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

Megan Masson-Minock, Carlisle, Wortman & Associates explained through a slide presentation the East Michigan Ave. and Ecorse Road Place Making Plan to the Board. She said this came about from a grant given to the Township from the University of Michigan's Defense Manufacturing Assistance Program. She said that this plan would be implemented within the next five to ten years but only had five months to develop the plan. Ms. Masson-Minock stated that the vision of this plan

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 2**

is that with quality development and business incubation, beautification, safety improvements, and reinvestment East Michigan Ave. and Ecorse Road will become choice locations for businesses, residents, and visitors.

Ms. Masson-Minock stated the five immediate actions that were recommended by the committee would be to develop new zoning strategies for East Michigan Ave. and Ecorse Road, form a Business Association along those two corridors, fill sidewalk gaps and improve lighting, start road diet process with MDOT for both corridors, and to work with Washtenaw County to conduct a Phase I Environmental Assessment for all the Township owned property along both corridors.

Supervisor Stumbo verified the Phase I Environmental Assessment being done by the County with no cost to the township. Ms. Masson-Minock stated the Township would need to contact Nathan Voight from Washtenaw County. Supervisor Stumbo stated that a road diet would not take 10 years but she understood it was based on safety. Ms. Masson-Minock said they had a process when asking for a road diet and she said they would make sure the appropriate person would be contacted for the process to begin.

**OLD BUSINESS**

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

Carlos Martinez, GM&T Engineering, Inc. reported that he plans to move his Engineering Firm to 1250 E. Michigan Ave. if the Board approves the rezoning from B-3 to IRO. He said he would be renovating the building and was planning to move in to his new location sometime this summer.



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 3**

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

Mr. & Mrs. Sawitski explained their business plan to the Township Board. Mr. Sawitski stated about four years ago they purchased their home along with 11 acres in Ypsilanti Township and they put in a 500-grape vine vineyard. He said it has taken the past few years to get the vines developed to the point where they could have their first harvest. He said they are aging the wines but they feel the outcome will be very great wine. He said if he keeps the birds away from the grapes this year he will yield about 500 gallons. Mr. Sawitski stated they would like to become a commercial wine maker and start selling their wine. He said they are asking for approval from the Township so they could pursue state and federal licensing. He said they would begin to sell the wine at local farmers market but eventually they would like to open a winery and tasting room in Ypsilanti Township. Mr. Sawitski stated the only business that would be going on at their home was to produce the wine but not sell it from his residence. He said he named the brand "Smoking Barrels Ranch".

Attorney Winters questioned that if the Sawitskis' received the State license that it would allow them to sell the wine out of their home. Mr. Sawitskis' stated it was not their intent to sell from their residence and if that would be a condition to receive the approval from the township, they would agree not to sell from their residence.

**CONSENT AGENDA**

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 4**

**B. STATEMENTS AND CHECKS**

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

**C. APRIL 2018 TREASURER'S REPORT**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated they were close to an agreement with ACM and WRAD regarding the amount for their PILOT payment that is owed to Ypsilanti Township. He said we should be receiving a payment of \$175,000.00 within the next 30-45 days.

Attorney Winters reported that regarding the escrow account with DTE, they continue to refuse to release the \$800,000.00 of Township money from the escrow account. He said that when DTE looked back on our contract with them regarding the escrow account they discovered they had underpaid the Township for \$175,000.00 with is separate from the escrow amount. Attorney Winters stated the \$175,000.00 does not include interest they owe the Township for this repayment since this money should have been paid to the Township over a 25-year period.

Attorney Winters stated the Township would receive \$175,000.00 from the Holmes Road cell tower within the next 45 days.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 5**

Attorney Winters stated the Township received a \$24,000.00 payment from the Insurance Company for the City of Ypsilanti for the use of our Fire Truck when their truck was damaged in a tragic accident. He said the total amount due was \$48,000.00 to the Township and the City was paid that amount by their Insurance provider but only paid half of the amount back to the Township.

**OLD BUSINESS**

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

Supervisor Stumbo stated that 120 days to register their business was a long time and suggested a shorter time. She said 60 days seemed more reasonable when they were registering at no charge for existing businesses. She said we have tried over the last ten years to develop a business registry for the Fire Department.

Mike Radzik, OCS Director stated that on the application there was a section regarding the storing of hazardous material and for contact information in case of an emergency. Mr. Radzik said their intent was to get a base line registration for all existing businesses. He said they would do a modified form for the initial registration, which would not have the \$200.00 application fee on it for existing businesses.

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

(Presented earlier in the meeting)

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 6**

**NEW BUSINESS**

**1. BUDGET AMENDMENT #9**

Clerk Lovejoy Roe explained the items in Budget Amendment #9.

Trustee Jarrell Roe questioned removing the tanks at the Civic Center and remembered from a previous board meeting that it was decided not to remove the tanks. Supervisor Stumbo stated the Board had authorized to remove the tanks although the Board had discussed not removing it.

Trustee Jarrell Roe asked about the new SUV for the Fire Chief and how old was the current vehicle they were using. Eric Copeland, Fire Chief said it was a 2003 and they drive around with a quart of oil in it because they always have to put oil into the vehicle. He said it was budgeted but that is not on the agenda tonight. He said the item in the Budget Amendment #9 was for the decals for the future vehicle.

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

(Presented earlier in the meeting)

Supervisor Stumbo stated the request would be clear that the wine would not be retailed from the property on Swallow Lane.

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

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

(Presented earlier in the meeting)

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 7**

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

(Presented earlier in the meeting)

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

Matt Parks, OHM explained the proposal to the Board. Supervisor Stumbo questioned the cost for the construction observation. Mr. Parks said the cost was an estimate not to exceed \$19,000.00 and it would be adjusted if they were not there full time throughout the project. Mr. Parks said that this project would be ADA compliant.

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

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

Trustee Jarrell Roe questioned whether this was good use for our tax dollars since she saw there were other ways to access the businesses in the area without using Emerick Street.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 8**

Trustee Ross-Williams said if something was done in the future with Gault Village the road would be utilized more. She said people leaving Rite Aid and going east would use Emerick Street.

Ms. Kaiser, Township Resident stated there was a bus stop on Emerick St.

Supervisor Stumbo stated she was at a meeting and they did a traffic count and even the City was surprised by how many vehicles utilize that portion of Emerick St. She said it was a cut through for residents who do not want to use Grove Road.

Trustee Jarrell Roe stated that the City of Ypsilanti owes the Township some money so maybe we could get their street sweeper to sweep our streets twice a year in lieu of payment.

Supervisor Stumbo said the Township had tried to work with the City of Ypsilanti for years to sweep Township streets.

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

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

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 WORK SESSION MEETING  
PAGE 9**

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

Trustee Wilson, Jr. asked why some of the improvements on the street resurfacing was 2" and some were 3" of thickness. Treasurer Doe stated he would find out and would get back to the board.

Ms. Kaiser, Township Resident asked whether we were using high-grade asphalt and concrete for the resurfacing of our streets. Supervisor Stumbo stated it was tested to meet a certain standard for it to be used. Matt Parks from OHM said that if Washtenaw County Road Commission was doing the work they use a low volume superpave, which is a very good quality mix.

**Work session adjourned at 6:50 p.m.**

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

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

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

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

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

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

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

**CONSENT AGENDA**

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

**B. STATEMENTS AND CHECKS**

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

**C. APRIL 2018 TREASURER'S REPORT**



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 REGULAR BOARD MEETING  
PAGE 2**

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

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

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

**OLD BUSINESS**

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

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

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

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy-Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**The motion carried unanimously.**

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 REGULAR BOARD MEETING  
PAGE 3**

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

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy-Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**The motion carried unanimously.**

**NEW BUSINESS**

**1. BUDGET AMENDMENT #9.**

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 REGULAR BOARD MEETING  
PAGE 4**

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 REGULAR BOARD MEETING  
PAGE 5**

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE TUESDAY, MAY 15, 2018 REGULAR BOARD MEETING  
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**Miami Avenue in the Amount of \$40,000.00 Budgeted in Line Item #101-950-000-801-023**

**The motion carried unanimously.**

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

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

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

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

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

**The motion carried unanimously.**

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

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

**The motion carried unanimously.**

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

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

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

**The motion carried unanimously.**

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

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

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# CHARTER TOWNSHIP OF YPSILANTI

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

### Commercial and Industrial Business Registration

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

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

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

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

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

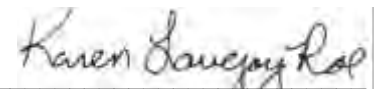
other emergency first responders in the event of an  
emergency;

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

**Now Therefore,**

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

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



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## Ordinance No. 2018-477

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

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

#### ***Section 1. Purpose***

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

#### ***Section 2. Definitions.***

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

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

#### ***Section 3. Business Registration Certificate required.***

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

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

#### ***Section 5. State license or permit not a substitute.***

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

#### ***Section 6. Application; form; contents.***

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

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

**Section 7. Term.**

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

**Section 8. Separate premises.**

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

**Section 9. Transferability.**

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

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

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

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

**Section 11. Certificate fees.**

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

**Section 12. Fees; exemptions.**

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

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

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

- (a) Fraud, misrepresentation or any false statement made in the application for certificate;
- (b) Fraud, misrepresentation or any false statement made in the operation of the business establishment.
- (c) Conducting a business establishment in an unlawful manner or in such a manner as to constitute a threat to the health, safety or welfare of the public.

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

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

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

- (a) A certificate holder has the right to appeal such suspension/revocation to the Township Board, provided a written request to appeal is filed with the Township Clerk within 10 days after the notice of suspension/revocation/denial of certificate is sent to the certificate holder at its business address as shown on the application for business registration certificate.
- (b) At the hearing before the Township Board, the certificate holder/applicant shall have the right to hear the evidence relied upon by the Director of Community Standards in determining to suspended/revoke/deny the certificate; and the right to present evidence and witnesses on his/her own behalf.
- (c) Following the hearing, the Township Board shall determine whether the decision to suspend/revoke/deny the certificate was supported by

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

**Section 16. Penalty.**

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

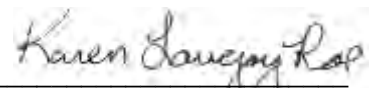
**Section 17. Severability.**

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

**Section 18. Publication Clause.**

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

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



\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

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

### Rezoning of 1250 East Michigan

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

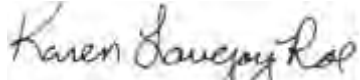
**Whereas**, proposed Ordinance No. 2018-478 rezones 1250 East Michigan Avenue, Parcel ID K-11-10-107-011, from B-3 District to IRO District zoning classification; and

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

**Now Therefore,**

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 15, 2018.

  
\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## ORDINANCE 2018-478

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

***The Charter Township of Ypsilanti hereby ordains*** that

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

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

See attached legal description labeled "Attachment A"

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

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

### **Severability**

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



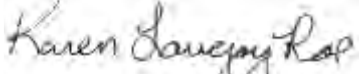
**Publication**

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

**Effective date**

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

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

  
\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

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

May 15, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b><u><u>\$870,555.00</u></u></b>
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Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 40 hours for one employee and 80 hours for another employee to be paid out at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

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

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

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

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

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

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

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

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

May 15, 2018

**101 - GENERAL OPERATIONS FUND - CONTINUED**

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

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

**206 - FIRE FUND**

**Total Increase    \$400,615.00**

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

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

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

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

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

May 15, 2018

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

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

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

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

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

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

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



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

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

**Instructions for Local Legislative Body:**

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

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

Moved by \_\_\_\_\_ Trustee Stan Eldridge \_\_\_\_\_ and supported by \_\_\_\_\_ Trustee Heather Jarrell Roe \_\_\_\_\_  
that the application from \_\_\_\_\_ Robert G. Jr. and Paula Sawitski \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)  
for the following license(s): \_\_\_\_\_ Small Wine Maker License \_\_\_\_\_  
(list specific licenses requested)

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

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

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

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_ 7 \_\_\_\_\_  
Nays: \_\_\_\_\_ 0 \_\_\_\_\_  
Absent: \_\_\_\_\_ 0 \_\_\_\_\_

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

Karen Lovejoy Roe

Print Name of Clerk

Signature of Clerk

May 16, 2018

Date

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

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

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



May 7, 2018

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

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

Dear Ms. Stumbo:

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

## **PROJECT UNDERSTANDING**

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

## **SCOPE**

### **Construction Layout**

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

### **Construction Observation**

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

### **Construction Administration**

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



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

### Construction Engineering

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

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

### FEE

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

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

### DELIVERABLES

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

### ACCEPTANCE

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

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

HQ

Ms. Brenda Stumbo  
May 7, 2018  
Page 3 of 3



OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

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

(Signature)  
(Name)  
(Title)  
(Date)

Brenda L. Stumbo  
Ms. Brenda Stumbo  
Township Supervisor  
May 15, 2018

(Signature)  
(Name)  
(Title)  
(Date)

Karen Lovejoy Roe  
Ms. Karen Lovejoy Roe  
Township Clerk  
5/15/2018





ARCHITECTS. ENGINEERS. PLANNERS.

April 13, 2018

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

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

Dear Ms. Stumbo:

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

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

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

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

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



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

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

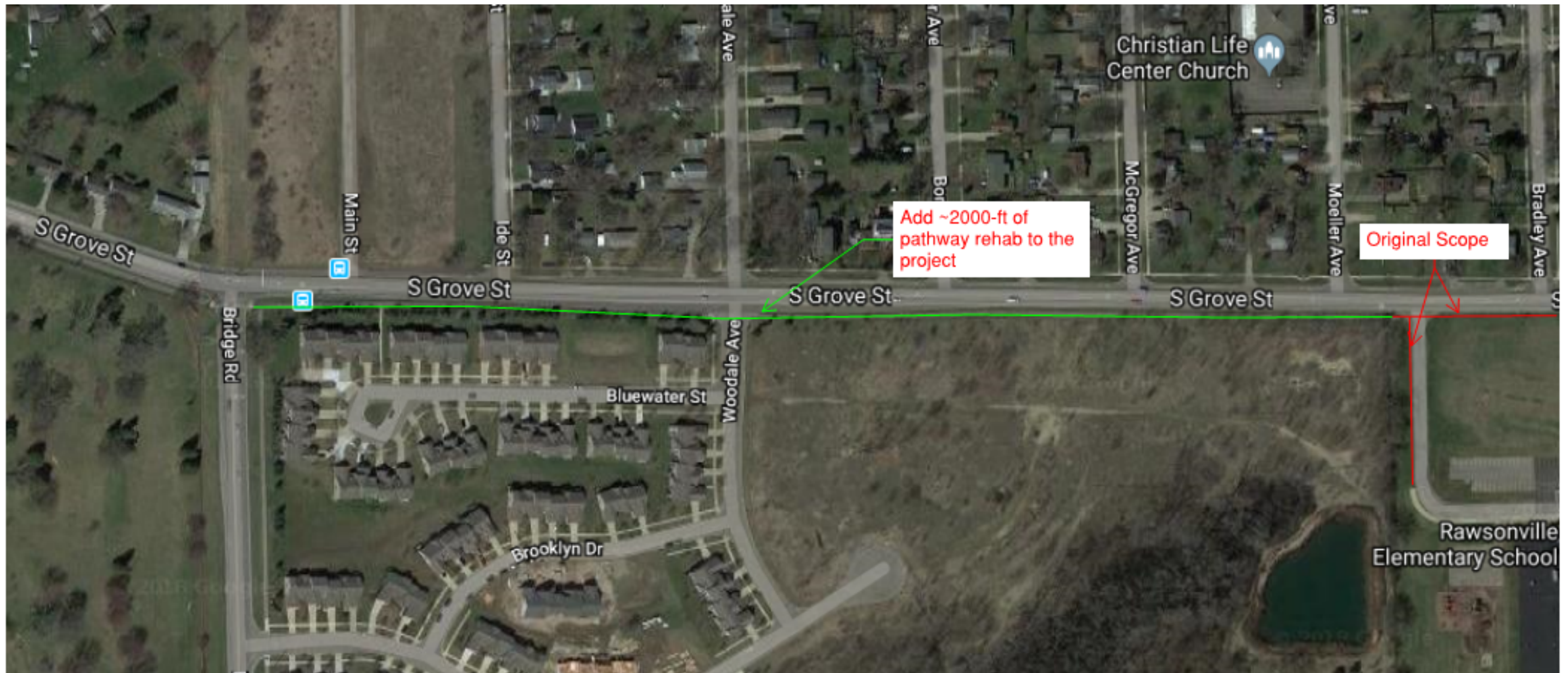
We appreciate the opportunity to work with the Township on this project and we believe this pathway extension and reconstruction will positively impact Rawsonville Elementary School and the surrounding neighborhoods.

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

Sincerely,  
OHM Advisors

Matthew D. Parks, P.E.

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



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

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

**STATEMENT OF FACTS**

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

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

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

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

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

**ARTICLE 1  
MISCELLANEOUS**

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

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

**EMERICK STREET IMPROVEMENT**

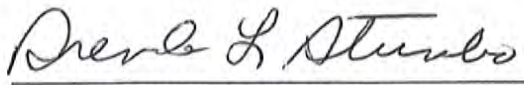


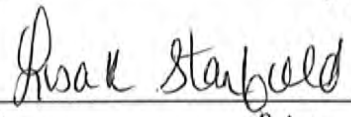
**AGREEMENT SUMMARY**

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

**FOR THE CITY OF YPSILANTI:**

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

**FOR THE CHARTER TOWNSHIP OF YPSILANTI:**

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

**APPROVED AS TO FORM**

  
**JOHN M. BARR**  
**YPSILANTI CITY ATTORNEY**

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW

\_\_\_\_\_  
Doug Fuller, Its Chair

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness



## 14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE  
YPSILANTI, MICHIGAN 48197-7099

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



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**HON. CHARLES POPE**  
DISTRICT COURT JUDGE

**MARK W. NELSON**  
MAGISTRATE

To: Karen Lovejoy Roe, Clerk

From: Mark Nelson, Magistrate / Court Administrator

Re: Request to renew RANT software annual license fee of \$1,100.00 and increase budget line 236.136.000.819.006 by \$1,100.00

Date: May 7, 2018

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

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

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



## HOSTED SOFTWARE SERVICE AGREEMENT AMENDMENT

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

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

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

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

### 1. EXTENSION OF LICENSE TERM

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

### 2. ENHANCEMENTS

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

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

### 3. DATA

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

4. NOTICES

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

4.1.1. If notice to PHMC, then to:

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

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

4.1.2. If notice to Licensee, then to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**PUBLIC HEALTH MANAGEMENT CORPORATION**

**14B DISTRICT COURT**

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**LICENSING AND DEVELOPMENT FEES**

Streamlined RANT

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

**Contact:**

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

**LICENSING**

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

**MAINTENANCE & SUPPORT**

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

**PROFESSIONAL SERVICE RATES**

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

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

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

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

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



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

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

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

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

Signed:

14B District  
Date May 16, 2018

\_\_\_\_\_  
Mary Jo Cartwright

Chief Executive Officer  
Court Innovations Inc.  
Date \_\_\_\_\_

## 2018 YPSILANTI TOWNSHIP THIRD AGREEMENT

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

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

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

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

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

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

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

Estimated project cost: \$ 216,800

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

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

Estimated project cost: \$ 69,300

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

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

Estimated project cost: \$ 84,300

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

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

Estimated project cost: \$ 48,400

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

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**AGREEMENT SUMMARY**

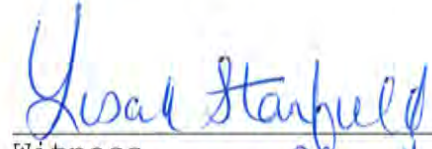
2018 LOCAL ROAD PROGRAM	
Lakecrest Drive & Lakecrest Court	\$ 216,800.00
Hawthorne Avenue	\$ 69,300.00
Parkwood Avenue	\$ 84,300.00
Gates Avenue	\$ 48,400.00
Tyler Road	\$ 78,200.00
The Pines Subdivision	\$ 491,500.00
Subtotal	\$ 988,500.00
Less 2017 Conventional Matching Funds:	\$ 14,072.40
Less 2018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

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

FOR YPSILANTI TOWNSHIP:

  
Brenda L. Stumbo, Supervisor

May 16, 2018

  
Witness

May 16, 2018



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

Yvonne Stanfield  
Witness  
May 15, 2018

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

\_\_\_\_\_[Space Above This Line Is For Recording Information]\_\_\_\_\_

### EASEMENT AGREEMENT

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

### RECITALS:

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

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

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

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

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

## **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to GRANTOR:**

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

**And a Copy to:**

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

**If to GRANTEE:**

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

**And a Copy to:**

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

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

Tel: 517.483.4905  
Email: [wallace@millercanfield.com](mailto:wallace@millercanfield.com)

**If to ACM:**

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

**And a Copy to:**

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

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

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

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

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

**15. Miscellaneous.**

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

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

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

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

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

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

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

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

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

Signature page to Easement Agreement

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

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

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

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

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

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF WASHTENAW     )

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

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

**JANIS A. RILEY**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF WASHTENAW**  
My Commission Expires February 4, 2022  
Acting in the County of Washtenaw

(Signatures continue on following page)







**LIST OF EXHIBITS TO BE ATTACHED:**

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

**EXHIBIT A TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF GRANTOR'S PARCEL**

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

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

Address Reference: 2936 Airport Drive, Ypsilanti, Michigan 48198

Tax Parcel Number: K-11-12-400-0002

**EXHIBIT B TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF GRANTEE'S PARCEL**

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

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

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

EXCEPT:

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

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

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

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

ALSO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

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

ARTICLE II - TERM

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

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

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

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

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

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

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

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: \_\_\_\_\_  
Jerry Clayton  
Sheriff

By: \_\_\_\_\_  
Sean McNatt  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: \_\_\_\_\_  
Curtis N. Hedger  
Office of Corporation Counsel

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

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

ARTICLE II - TERM

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

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

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

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

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

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

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

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: \_\_\_\_\_  
Jerry Clayton  
Sheriff

By: \_\_\_\_\_  
Benjamin Edmondson (Date)  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: \_\_\_\_\_  
Curtis N. Hedger  
Office of Corporation Counsel

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

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

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

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

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

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

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

1. **Foley Avenue, between Harris Road and Andrea Avenue:**

Work to include milling the existing pavement, structure adjustments, ADA sidewalk ramps, and the placement of a 3" HMA resurfacing with associated project restoration. This is a proposed Community Development Block Grant project administered through the Washtenaw County Office of Community & Economic Development and subject to the terms and conditions of that program. The estimated cost is subject to competitive bidding.

Estimated cost: \$ 211,700.00

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**AGREEMENT SUMMARY**

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

FOR YPSILANTI TOWNSHIP:

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

Lisa K Starfield May 15, 2018  
Witness

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

Lisa K Starfield May 15, 2018  
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Roy D. Townsend, Managing Director

\_\_\_\_\_  
Witness

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

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

### RECITALS

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

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

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

### AGREEMENT

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

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

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

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

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

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

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

7. Street Lighting Service Rate.

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

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

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

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



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

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

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

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

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

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

16. Miscellaneous.

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

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

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

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

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

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

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

\*\*\*\*\*

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

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Charter Township of Ypsilanti

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_




**Exhibit A to Master Agreement**

**Purchase Agreement**

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

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	49598377	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Various Locations, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	105	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Convert (15) 400w MH Special Order Material Mongoose fixtures to 296w LED Special Order Material Mongoose fixtures. Convert (58) 100w HPS Granvilles with gold trim and Lunar optics to 39w LED retrofit kit and new glass. These (58) locations will not have the gold bands or lunar optics. Convert (32) 100w HPS Granvilles to 39w LED retrofit kit.	
5. Estimated Total Annual Lamp Charges	\$30,693.90	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$61,079.60
	Credit for 3 years of lamp charges:	N/A
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$61,079.60</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  _____ 	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

B. Customer will maintain an initial inventory of at least 1 posts and 1 Mongoose 296w LED luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at 7200 S. Huron River Dr. Ypsilanti, MI 48197. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: Wayne Dudley Title: Public Services Superintendent  
Phone Number: 734-544-3514 Email: wdudley@ytown.org

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

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

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

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

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

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

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

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

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

\*\*\*\*\*

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

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: \_\_\_\_\_

By: \_\_\_\_\_



Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*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*

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**STATEMENTS AND CHECKS**

*JUNE 5, 2018 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	410,680.94
HAND CHECKS -	\$	461,863.44
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	<b>872,544.38</b>

Check Date	Check	Vendor Name	Amount
<i>Hand Checks</i>			
Bank AP AP			
05/16/2018	178597	AT & T	985.53
05/16/2018	178598	COMCAST CABLE	126.91
05/16/2018	178599	COMCAST CABLE	114.85
05/16/2018	178600	COMCAST CABLE	114.85
05/16/2018	178601	COMCAST CABLE	114.85
05/16/2018	178602	CONSTELLATION NEW ENERGY	9,339.40
05/16/2018	178603	GUARDIAN ALARM	476.61
05/16/2018	178604	MONICA ROSS-WILLIAMS	783.87
05/16/2018	178605	VERIZON WIRELESS	26.26
05/16/2018	178606	VERIZON WIRELESS	2,709.71
05/16/2018	178607	WASTE MANAGEMENT	140.24
05/15/2018	178608	MARK HAMILTON	1,500.00
05/22/2018	178609	BLUE CROSS BLUE SHIELD OF MI	136,875.36
05/22/2018	178610	BLUE CROSS BLUE SHIELD OF MI	34,438.92
05/22/2018	178611	COMCAST CABLE	134.92
05/22/2018	178612	COMCAST CABLE	244.85
05/22/2018	178613	COMCAST CABLE	94.85
05/22/2018	178614	DTE ENERGY**	74,062.43
05/22/2018	178615	PNC EQUIPMENT FINANCE, LLC	7,022.07
05/22/2018	178616	VISION SERVICE PLAN	2,715.94
05/22/2018	178617	WASTE MANAGEMENT	646.69
05/22/2018	178618	WASTE MANAGEMENT	243.93
05/22/2018	178619	WASTE MANAGEMENT	1,041.46
05/22/2018	178620	WASTE MANAGEMENT	2,992.74
05/22/2018	178621	WASTE MANAGEMENT	1,000.00
05/22/2018	178622	WASTE MANAGEMENT	1,272.21
05/22/2018	178623	WASTE MANAGEMENT	39,734.98
05/22/2018	178624	WASTE MANAGEMENT	30,505.59
05/22/2018	178625	WASTE MANAGEMENT	104,390.36
05/22/2018	178626	WEX BANK	2,165.84
05/23/2018	178627	SPARTAN DISTRIBUTORS	603.75
05/23/2018	178628	YPSILANTI COMMUNITY	4,520.03
05/24/2018	178629	BRENDA STUMBO	673.44
05/24/2018	178630	SAM'S CLUB DIRECT	50.00

AP TOTALS:

Total of 34 Checks:	461,863.44
Less 0 Void Checks:	0.00
Total of 34 Disbursements:	<u>461,863.44</u>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
06/05/2018	178767	A & R TOTAL CONSTRUCTION, INC.	195.68
06/05/2018	178768	A.F. SMITH ELECTRIC	1,571.11
06/05/2018	178769	ACUSHNET COMPANY	372.64
06/05/2018	178770	AL WALTERS HEATING AND COOLING	13,795.00
06/05/2018	178771	ALLGRAPHICS CORPORATION	1,231.00
06/05/2018	178772	AMAZON CAPITAL SERVICES	3,089.59
06/05/2018	178773	AMERICAN DREAM HOME IMPROVEMENT	123.75
06/05/2018	178774	ANN ARBOR AUDIO	637.00
06/05/2018	178775	ANN ARBOR CLEANING SUPPLY	91.52
06/05/2018	178776	ANTHONY SCOTT	15.00
06/05/2018	178777	ATLANTIC WELDING SUPPLY	84.00
06/05/2018	178778	AUTO VALUE YPSILANTI	940.91
06/05/2018	178779	BARR ENGINEERING COMPANY	814.50
06/05/2018	178780	BASIL UDEH	120.00
06/05/2018	178781	BELLE TIRE	259.40
06/05/2018	178782	BS & A SOFTWARE	21,197.00
06/05/2018	178783	BSN SPORTS	942.10
06/05/2018	178784	CARLISLE/WORTMAN ASSOCIATES	4,281.25
06/05/2018	178785	CENTRON DATA SERVICES	4,000.00
06/05/2018	178786	CHARTER TOWNSHIP OF SUPERIOR	115.55
06/05/2018	178787	CHELSEA BRODFUEHRER	1,475.10
06/05/2018	178788	CINCINNATI TIME SYSTEMS	737.55
06/05/2018	178789	COLD CUT KRUISE	39.30
06/05/2018	178790	COMERICA BANK	150.99
06/05/2018	178791	CONGDON'S	162.87
06/05/2018	178792	COURT INNOVATIONS INC	270.00
06/05/2018	178793	CRAWFORD DOOR SALES	1,745.00
06/05/2018	178794	CROSS RENAOVATION	3,851.60
06/05/2018	178795	CRYSTAL FLASH, INC.	3,997.96
06/05/2018	178796	DAISY MULL	100.00
06/05/2018	178797	DANA BILBEISI	40.00
06/05/2018	178798	DAVID BROUILLETTE	118.83
06/05/2018	178799	DAWN FARM	575.00
06/05/2018	178800	DELUX TENTS AND EVENTS, LLC	192.22
06/05/2018	178801	DOMINICK TOLF	20.00
06/05/2018	178802	DONNA JONES	20.00
06/05/2018	178803	DTE ENERGY COMPANY -	61,079.60
06/05/2018	178804	EKQUIST CONSTRUCTION	2,258.14
06/05/2018	178805	EMALINE HICKS	24.00
06/05/2018	178806	EMERGENCY VEHICLE SERVICES	85.00
06/05/2018	178807	EMERGENT HEALTH PARTNERS	6,321.07
06/05/2018	178808	FARMER & UNDERWOOD TRUCKING	2,831.00
06/05/2018	178809	FASTENAL	109.04
06/05/2018	178810	FEDERAL EXPRESS CORPORATION	101.41
06/05/2018	178811	FERGUSON ENTERPRISES, INC.	4.62
06/05/2018	178812	FIBER LINK	17.50
06/05/2018	178813	FUEL CLOUD	1,120.00
06/05/2018	178814	GOOSEWORKS, LLC	1,000.00
06/05/2018	178815	GORDON FOOD SERVICE INC.	823.42
06/05/2018	178816	GOVERNMENTAL CONSULTANT SERVICES	2,935.50
06/05/2018	178817	GRAINGER	1,033.41
06/05/2018	178818	GRIFFIN PEST SOLUTIONS	93.00
06/05/2018	178819	HART INTERCIVIC	622.20
06/05/2018	178820	HERITAGE-CRYSTAL CLEAN, LLC	154.22
06/05/2018	178821	HOME DEPOT	604.95
06/05/2018	178822	HURON RIVER WATERSHED COUNCIL	7,556.67
06/05/2018	178823	INTERNATIONAL CODE COUNCIL	380.70
06/05/2018	178824	ISABELLA SHERMAN	20.00
06/05/2018	178825	JEFFREY ROSEMAN	40.00
06/05/2018	178826	JOEL ROBERTS	1,308.00
06/05/2018	178827	KADEN KUMPELIS	80.00
06/05/2018	178828	KOLBE CZUPINSKI	48.00
06/05/2018	178829	LANGUAGE LINE SERVICES	122.56
06/05/2018	178830	LARDNER ELEVATOR COMPANY	210.00
06/05/2018	178831	LAWRENCE HENDRICKS	60.00
06/05/2018	178832	LEAH DIEBEL	150.00
06/05/2018	178833	LISA STANFIELD	109.90
06/05/2018	178834	LOOKING GOOD LAWNS	2,993.00
06/05/2018	178835	LOWE'S	354.55
06/05/2018	178836	MAPS BY WAGNER	325.00
06/05/2018	178837	MARK HAMILTON	1,500.00
06/05/2018	178838	MAYNARDS AUTO SERVICE CENTER	10.00
06/05/2018	178839	MCCALLA'S FEED SERVICE, INC.	388.50
06/05/2018	178840	MCMASTER-CARR	46.90
06/05/2018	178841	MESSENGER PRINTING	1,285.50
06/05/2018	178842	MIA SORRELL	40.00
06/05/2018	178843	MICHIGAN ASSOC. OF PLANNING	650.00
06/05/2018	178844	MICHIGAN LINEN SERVICE, INC.	1,748.55

*A/P Checks*



Check Date	Check	Vendor Name	Amount
06/05/2018	178845	MICHIGAN MUNICIPAL LEAGUE	134,279.00
06/05/2018	178846	MICHIGAN URGENT CARE ANN ARBOR	365.00
06/05/2018	178847	NAPA AUTO PARTS	67.02
06/05/2018	178848	NETWORKFLEET, INC	587.45
06/05/2018	178849	O'BRYANS LOCK & KEY*	640.00
06/05/2018	178850	OFFICE DEPOT	44.99
06/05/2018	178851	OFFICE EXPRESS	1,567.03
06/05/2018	178852	OKINAWAN KARATE CLUB	644.00
06/05/2018	178853	ORCHARD, HILTZ & MCCLIMENT INC	18,481.50
06/05/2018	178854	OSCAR W. LARSON CO.	370.00
06/05/2018	178855	PARKER ALLEN	70.00
06/05/2018	178856	PARKWAY SERVICES, INC.	750.00
06/05/2018	178857	PEPSI BEVERAGES COMPANY	424.08
06/05/2018	178858	PGA OF AMERICA	564.00
06/05/2018	178859	POLO FIELDS EAST LLC	1,100.00
06/05/2018	178860	PRIORITY ONE EMERGENCY	149.99
06/05/2018	178861	PRIORITY SYSTEMS	157.83
06/05/2018	178862	PSYBUS	585.00
06/05/2018	178863	PURE EXISTENCE DANCE	100.00
06/05/2018	178864	RAND ROBINSON	182.00
06/05/2018	178865	RENT A WRECK	238.00
06/05/2018	178866	RESIDEX, LLC	5,087.33
06/05/2018	178867	RICOH USA, INC.	635.00
06/05/2018	178868	ROBERT THOMASON	30.00
06/05/2018	178869	SAM'S CLUB DIRECT	689.04
06/05/2018	178870	SEMCOG	6,853.00
06/05/2018	178871	SETH SORRELL	40.00
06/05/2018	178872	SHANE FITNESS	606.20
06/05/2018	178873	SHRADER TIRE & OIL	123.90
06/05/2018	178874	SIGNS BY TOMORROW	80.00
06/05/2018	178875	SITEONE LANDSCAPE SUPPLY, LLC	179.50
06/05/2018	178876	SONYA WHITE	100.00
06/05/2018	178877	SOUTHERN COMPUTER WAREHOUSE	2,411.15
06/05/2018	178878	SPARTAN DISTRIBUTORS	4,816.31
06/05/2018	178879	SPEARS FIRE & SAFETY SERVICE	140.00
06/05/2018	178880	STANTEC	25,232.01
06/05/2018	178881	START SMART SPORTS DEVELOPMENT	463.23
06/05/2018	178882	TARGET INFORMATION	84.34
06/05/2018	178883	TERMINIX PROCESSING CENTER	54.00
06/05/2018	178884	THOMSON REUTERS - WEST PAYMENT CTR	3,155.00
06/05/2018	178885	TINA HOTCHKISS	1,088.00
06/05/2018	178886	TODD BARBER	3,025.00
06/05/2018	178887	TRANSUNION RISK & ALTERNATIVE	70.00
06/05/2018	178888	TRENDSET COMMUNICATIONS GROUP	1,492.89
06/05/2018	178889	UNITED SONZ BUSINESS SOLUTIONS	80.00
06/05/2018	178890	VALERIE BASS	420.00
06/05/2018	178891	VISHNU PATCHEAK	30.00
06/05/2018	178892	W.J. O'NEIL COMPANY	3,675.63
06/05/2018	178893	WASHTENAW COUNTY	5,000.00
06/05/2018	178894	WASHTENAW COUNTY LEGAL NEWS	120.00
06/05/2018	178895	WASHTENAW COUNTY MEDICAL	105.00
06/05/2018	178896	WASHTENAW COUNTY SHERIFF'S OFFICE	12.00
06/05/2018	178897	WASHTENAW COUNTY TREASURER#	13,481.00
06/05/2018	178898	WASHTENAW COUNTY TREASURER#	46.52
06/05/2018	178899	WEINGARTZ	281.94
06/05/2018	178900	YPSILANTI COMMUNITY	924.78
06/05/2018	178901	YPSILANTI TOWNSHIP PETTY CASH	174.45
06/05/2018	178902	YSHELU JOHNSON	487.50

AP TOTALS:

Total of 136 Checks:	410,680.94
Less 0 Void Checks:	0.00
Total of 136 Disbursements:	410,680.94

*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*

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## STATEMENTS AND CHECKS

*JUNE 19, 2018 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	2,287,953.02
HAND CHECKS -	\$	29,206.45
CREDIT CARD PURCHASES-	\$	<u>2,031.63</u>
GRAND TOTAL -	\$	<b>2,319,191.10</b>

Clarity Health Care Deductible – MAY 2018

ACH EFT -	\$	53,308.58
ADMIN FEE -	\$	1,080.00

Check Date	Check	Vendor Name	Amount
<i>HAND CHECKS</i>			
Bank AP AP			
06/05/2018	178903	LANGUAGE LINE SERVICES	70.80
06/05/2018	178904	LEAH DIEBEL	75.00
06/07/2018	178905	AT & T	133.87
06/07/2018	178906	AT & T	32.88
06/07/2018	178907	CLEAR RATE COMMUNICATIONS, INC	841.78
06/07/2018	178908	COMCAST BUSINESS	1,239.00
06/07/2018	178909	COMCAST CABLE	501.75
06/07/2018	178910	COMCAST CABLE	144.85
06/07/2018	178911	COMCAST CABLE	104.85
06/07/2018	178912	GUARDIAN ALARM	960.00
06/07/2018	178913	POSTMASTER	540.38
06/07/2018	178914	STANDARD INSURANCE COMPANY	4,788.70
06/07/2018	178915	WINDSTREAM	425.28
06/11/2018	178916	AMAZON CAPITAL SERVICES	150.99
06/11/2018	178917	COMCAST CABLE	116.91
06/11/2018	178918	COMCAST CABLE	104.85
06/11/2018	178919	COMCAST CABLE	40.19
06/11/2018	178920	COMCAST CABLE	6,227.87
06/11/2018	178921	VERIZON WIRELESS	256.53
06/11/2018	178922	VERIZON WIRELESS	2,348.73
06/11/2018	178923	WASTE MANAGEMENT	141.73
06/11/2018	178924	DTE ENERGY	9,959.51

AP TOTALS:

Total of 22 Checks:	29,206.45
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	29,206.45

Check Date	Check	Vendor Name	Amount
Bank AP AP			
06/19/2018	178925	A.F. SMITH ELECTRIC	6,500.00
06/19/2018	178926	ACCUSHRED LLC	120.00
06/19/2018	178927	ALLGRAPHICS CORPORATION	2,449.50
06/19/2018	178928	AMAZON CAPITAL SERVICES	555.14
06/19/2018	178929	ANN ARBOR CLEANING SUPPLY	101.28
06/19/2018	178930	ANN ARBOR WELDING SUPPLY CO	228.00
06/19/2018	178931	ANNETTE GONTARSKI	259.42
06/19/2018	178932	ANTHONY SCOTT	30.00
06/19/2018	178933	AUTO VALUE YPSILANTI	223.42
06/19/2018	178934	BACK TO NATURE LAWN CARE	153.00
06/19/2018	178935	BARR ENGINEERING COMPANY	333.58
06/19/2018	178936	CALEB HALE	20.00
06/19/2018	178937	CALLAWAY GOLF SALES COMPANY	355.55
06/19/2018	178938	CANZANO CONTRACTING CORPORTATION	3,700.00
06/19/2018	178939	CANZANO CONTRACTING CORPORTATION	3,700.00
06/19/2018	178940	CARSON LEIDLEIN	12.00
06/19/2018	178941	CHELSEA BRODFUEHRER	1,529.55
06/19/2018	178942	COLD CUT KRUISE	81.30
06/19/2018	178943	COMPLETE BATTERY SOURCE	123.24
06/19/2018	178944	CONGDON'S	90.78
06/19/2018	178945	COURT INNOVATIONS INC	2,175.00
06/19/2018	178946	CRYSTAL FLASH, INC.	1,269.89
06/19/2018	178947	DAN KIMBALL	232.03
06/19/2018	178948	DANA BILBEISI	20.00
06/19/2018	178949	DAVID & GATTI, PLLC	387.00
06/19/2018	178950	DELVECCHIO THOMPSON III	40.00
06/19/2018	178951	DES MOINES STAMP MFG. CO.	51.00
06/19/2018	178952	DISPUTE RESOLUTION CENTER	1,875.00
06/19/2018	178953	DOMINICK TOLF	20.00
06/19/2018	178954	EMALINE HICKS	20.00
06/19/2018	178955	EMERGENT HEALTH PARTNERS	6,321.07
06/19/2018	178956	FARMER & UNDERWOOD TRUCKING	1,255.01
06/19/2018	178957	FRED ANSTEAD	66.44
06/19/2018	178958	GOODYEAR TIRE & RUBBER COMPANY	3,276.64
06/19/2018	178959	GOOSEWORKS, LLC	300.00
06/19/2018	178960	GORDON FOOD SERVICE INC.	335.36
06/19/2018	178961	GOVERNMENTAL CONSULTANT SERVICES	2,935.50
06/19/2018	178962	GRAINGER	213.28
06/19/2018	178963	GREAT LAKES TREE SERVICE	400.00
06/19/2018	178964	HOME DEPOT	104.00
06/19/2018	178965	HOME DEPOT USA	78.75
06/19/2018	178966	J & R TRACTOR, LLC	487.48
06/19/2018	178967	JEFFREY ROSEMAN	30.00
06/19/2018	178968	JENELLE BRANTLEY	170.00
06/19/2018	178969	KADEN KUMPELIS	40.00
06/19/2018	178970	KENNETH FERRELL	15.00
06/19/2018	178971	KOLBE CZUPINSKI	24.00
06/19/2018	178972	LANGUAGE LINE SERVICES	253.53
06/19/2018	178973	LAWRENCE HENDRICKS	45.00
06/19/2018	178974	LONGS AUTOMOTIVE INC	287.71
06/19/2018	178975	LOOKING GOOD LAWN	6,468.00
06/19/2018	178976	LOWE'S	103.93
06/19/2018	178977	LSQ FUNDING GROUP, L.C.	63.00
06/19/2018	178978	MARCUS DRUMMER	45.00
06/19/2018	178979	MARIALANA BRANCH	60.00
06/19/2018	178980	MARK HAMILTON	1,500.00
06/19/2018	178981	MCLAIN AND WINTERS	121,796.56
06/19/2018	178982	MERS	633,568.00
06/19/2018	178983	MIA SORRELL	20.00
06/19/2018	178984	MICHIGAN LINEN SERVICE, INC.	1,492.85
06/19/2018	178985	MICHIGAN TOWNSHIP ASSOC.**	6,738.26
06/19/2018	178986	NAPA AUTO PARTS	89.16
06/19/2018	178987	NETWORKFLEET, INC	276.20
06/19/2018	178988	OFFICE EXPRESS	872.24
06/19/2018	178989	ORCHARD, HILTZ & MCCLIMENT INC	19,884.88
06/19/2018	178990	PAMELA LEWIS	100.00
06/19/2018	178991	PARKER ALLEN	40.00
06/19/2018	178992	PARKWAY SERVICES, INC.	125.00
06/19/2018	178993	PEPSI BEVERAGES COMPANY	210.96
06/19/2018	178994	PHMC - ACCOUNTING DEPT	1,100.00
06/19/2018	178995	PNC INSTITUTIONAL INVESTMENTS	786,578.00
06/19/2018	178996	PRINTING SYSTEMS	916.55
06/19/2018	178997	RAND ROBINSON	60.00
06/19/2018	178998	RENT A WRECK	119.00
06/19/2018	178999	RESIDEX, LLC	2,876.79
06/19/2018	179000	SALINE AREA SCHOOLS	1,304.00
06/19/2018	179001	SAM'S CLUB DIRECT	386.88
06/19/2018	179002	SHRADER TIRE & OIL	2,061.31

*A/P Checks*

Check Date	Check	Vendor Name	Amount
06/19/2018	179003	SIGNS BY TOMORROW	247.10
06/19/2018	179004	SITEONE LANDSCAPE SUPPLY, LLC	1,058.10
06/19/2018	179005	SOUTHERN COMPUTER WAREHOUSE	161.68
06/19/2018	179006	SPARTAN DISTRIBUTORS	995.50
06/19/2018	179007	STANTEC	2,942.25
06/19/2018	179008	STATE OF MICHIGAN==	75.00
06/19/2018	179009	STERICYCLE INC	202.15
06/19/2018	179010	TERRAFIRMA	297.00
06/19/2018	179011	TERRY CONDIT	150.00
06/19/2018	179012	TINA HOTCHKISS	507.20
06/19/2018	179013	TODD BARBER	2,150.00
06/19/2018	179014	TRANSUNION RISK & ALTERNATIVE	140.00
06/19/2018	179015	TRAVIS ERBY	182.00
06/19/2018	179016	TRUGREEN	1,990.00
06/19/2018	179017	U.S. POSTAL SERVICE*	225.00
06/19/2018	179018	UNIVERSITY TRANSLATORS	715.56
06/19/2018	179019	VALERIE BASS	150.00
06/19/2018	179020	VANGUARD GROUP	625,958.00
06/19/2018	179021	VICTORY LANE	192.60
06/19/2018	179022	VISHNU PATCHEAK	10.00
06/19/2018	179023	VOLHA YERMALENKA	342.00
06/19/2018	179024	WASHTENAW COUNTY BAR ASSOC.	340.00
06/19/2018	179025	WASHTENAW COUNTY LEGAL NEWS	460.00
06/19/2018	179026	WASHTENAW COUNTY TREASURER#	8,199.30
06/19/2018	179027	WOLVERINE FREIGHTLINER	1,431.90
06/19/2018	179028	YPSILANTI COMMUNITY	5,060.61
06/19/2018	179029	YPSILANTI TOWNSHIP PETTY CASH	300.00
06/19/2018	179030	YSHELU JOHNSON	150.00
06/19/2018	179031	ZOLL MEDICAL CORPORATION	1,169.05

AP TOTALS:

Total of 107 Checks:	2,287,953.02
Less 0 Void Checks:	0.00
Total of 107 Disbursements:	2,287,953.02

Check Date	Check	Vendor Name	Description	Amount
Bank CARDS COMERICA COMMERCIAL CARD				
06/19/2018	32(E)	COMERICA BANK	2057 TYLER RD - PMT NOT RECEIVED	114.85
			MTA POLICY GUIDELINE BOOK "POLICY MATTER	46.11
			REPLACEMENT PARTS FOR FUEL SYSTEM	152.05
			16-HOUR SERVSAFE CERTIFICATION FOR KIRK	145.00
			POSTAGE FOR PASSPORT SENT 6-6-18 ORDER #	6.70
			POSTAGE FOR PASSPORT SENT 06-04-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 06-04-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-30-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-30-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-29-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-25-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-25-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-23-18 ORDER	24.70
			POSTAGE FOR PASSPORT SENT 5-23-18 ORDER	24.70
			POSTAGE FOR PASSPORT SENT 5-23-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-23-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-22-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-21-18 ORDER	24.70
			POSTAGE FOR PASSPORT SENT 5-21-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-21-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-18-18 ORDER	24.70
			POSTAGE FOR PASSPORT SENT 5-18-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-18-18 ORDER	24.70
			POSTAGE FOR PASSPORT SENT 5-18-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-18-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-17-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	24.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	6.70
			POSTAGE FOR PASSPORT APP	6.70
			POSTAGE FOR PASSPORT APP	6.70
			POSTAGE FOR PASSPORT APP	6.70
			PASSPORT POSTAGE	24.70
				<hr/>
				791.71
06/19/2018	33(E)	COMERICA BANK	PASSPORT POSTAGE	6.70
			PASSPORT POSTAGE	6.70
			PASSPORT POSTAGE	6.70
			PASSPORT POSTAGE	6.70
			PASSPORT POSTAGE	6.70
			POSTAGE FOR PASSPORT SENT 5-15-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	6.70
			POSTAGE FOR PASSPORT SENT 5-16-18 ORDER	6.70
			P&G-WALL MOUNT BUCKET HOLDER	71.93
			FILE LOCKING BAR	61.39
			DOODLE - PREMIUM	170.35
			BEE SUPPLIES	81.70
			POSITIVESSL CERT	15.76
			CONFERENCE FEE	368.00
			PURCHASE OF PESTICIDE 3B STUDY BOOK	30.89
			VERSADESK POWER PRO STANDUP DESK	340.00
			HOSTED ZIMBRA MAIL SERVICES	39.60
				<hr/>

Check Date	Check	Vendor Name	Description	Amount
				1,239.92
CARDS TOTALS:				
Total of 2 Checks:				2,031.63
Less 0 Void Checks:				0.00
Total of 2 Disbursements:				2,031.63

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
MAY 1, 2018 THROUGH MAY 31, 2018

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	6,444,199.07	1,182,559.04	1,737,987.58	5,888,770.53
101 - Payroll	144,200.73	656,569.61	640,325.32	160,445.02
101 - Willow Run Escrow	143,215.11	48.66	0.00	143,263.77
206 - Fire Department	4,417,849.38	31,017.17	303,221.54	4,145,645.01
208 - Parks Fund	24,831.54	33.06	308.26	24,556.34
212 - Roads/Bike Path/Rec/General Fund	1,332,476.84	1,912.68	294,120.00	1,040,269.52
226 - Environmental Services	3,207,558.14	3,458.42	199,866.20	3,011,150.36
230 - Recreation	88,477.82	298,003.07	131,193.68	255,287.21
236 - 14-B District Court	316,835.39	190,131.46	95,766.92	411,199.93
244 - Economic Development	68,023.81	91.39	0.00	68,115.20
248 - Rental Inspections	111,012.91	8,192.56	21,016.18	98,189.29
249 - Building Department Fund	1,090,716.79	166,920.56	57,420.66	1,200,216.69
250 - LDFA Tax	138,912.69	186.84	0.00	139,099.53
252 - Hydro Station Fund	597,726.05	62,457.21	21,755.64	638,427.62
266 - Law Enforcement Fund	6,538,365.37	8,957.11	535,917.52	6,011,404.96
397 - Series "B" Cap. Cost of Funds	45,681.18	61.45	0.00	45,742.63
398 - LDFA 2006 Bonds	333,532.15	174.06	204,100.00	129,606.21
584 - Green Oaks Golf Course	75,393.81	211,605.14	84,057.32	202,941.63
590 - Compost Site	625,265.74	51,787.18	24,053.21	652,999.71
595 - Motor Pool	209,559.34	271.24	8,659.16	201,171.42
701 - General Tax Collection	88,413.54	13,093.10	0.00	101,506.64
703 - Current Tax Collections	69,908.43	5,134.60	5,051.72	69,991.31
707 - Bonds & Escrow/GreenTop	1,638,520.18	7,221.56	35,800.77	1,609,940.97
708 - Fire Withholding Bonds	74,438.19	21.13	12,262.00	62,197.32
893 - Nuisance Abatement Fund	71,064.02	1,345.77	1,110.28	71,299.51
ABN AMRO Series "B" Debt Red. Cap.Int.	0.00	0.00	0.00	0.00
<b>GRAND TOTAL</b>	<b><u>27,896,178.22</u></b>	<b><u>2,901,254.07</u></b>	<b><u>4,413,993.96</u></b>	<b><u>26,383,438.33</u></b>



# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **NEW BUSINESS**

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

June 19, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

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

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

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

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

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

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

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

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

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

June 19, 2018

**101 - GENERAL OPERATIONS FUND - CONTINUED**

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

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

**206 - FIRE FUND**

**Total Increase      \$45,227.00**

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

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

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

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

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

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

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

June 19, 2018

**206 - FIRE FUND - CONTINUED**

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

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

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

**Total Increase \$319,884.00**

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

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

**236 - 14B DISTRICT COURT FUND**

**Total Increase \$14,700.00**

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

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

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

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

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

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

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

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Charlotte Wilson, Planning and Development Coordinator  
Re: **Request to approve agreement with Carlisle/Wortman Associates, Inc. for services For Master Plan Update and Zoning Ordinance Rewrite for years 2018 -2020 for a total of \$171,500, \$60,000 budgeted in the 2018 Budget in line item 101-371.000-801.003 and the remaining amounts to be budgeted in years 2019 and 2020.**  
Copy: McLain & Winters, Township Attorneys  
Date: June 11<sup>th</sup>, 2018

Planning Department staff worked with Carlisle/Wortman Associates, Inc. to put together a scope of work for an update to the Township Master Plan and Zoning Ordinance. The full scope of work is attached.

The landscape for the Township has changed a great deal over 11 years when the last Master Plan rewrite was completed (2007). While there was an update in 2014, this current Master Plan does not account for major changes that have occurred, like ACM. This plan provides the foundation and guiding light to our diverse community for years to come.

I respectfully request that you place this information packet and approval recommendation on the June 19<sup>th</sup>, 2017 Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

Thank you,  
Charlotte Wilson



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

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June 8, 2018

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

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

Dear Ms. Stumbo:

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

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

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

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

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

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

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



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

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

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

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

## **Staff**

The following staff would be assigned to this project:

### **Planning/Zoning – Carlisle | Wortman Associates**

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

### **Survey and Demographics - Cobalt Community Research**

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

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## Community Engagement

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

The following community engagement tasks are proposed throughout the process:

### **Community Engagement Training**

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

### **Steering Committee**

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

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

### **Project Website**

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

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

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

### **Survey and Demographics**

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

### **Interview Day**

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

### **Group Reviews of Master Plan Goals and Objectives**

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

### **Youth Forum on Master Plan Goals and Objectives**

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

### **Assets & Challenges Workshop**

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

### **Plan Design Charrette**

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

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

**Community Meeting on Implementation & Zoning**

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

**Group Review of Draft Plan**

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

**Community Meeting on Draft Plan**

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

**Master Plan Public Hearing**

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

**Property Owner Zoning Notification and Consultation**

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

**Zoning Ordinance Public Hearing**

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

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# Work Plan

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

## **Phase 1 – Kick Off**

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

### *Task 1: Plan to Plan*

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

### *Task 2: Community Engagement Training*

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

### *Task 3: Establishment of Master Plan Steering Committee*

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

#### *Task 4: Project Website Launch*

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

#### *Task 5: Survey*

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

#### **Phase 1 Time Frame:** Months 1-4

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

#### **Phase 2 - Assets and Challenges**

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

##### *Task 1: Community Profile/Demographics*

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

##### *Task 2: Review/Analysis of Existing Plans*

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

##### *Task 3: Inventory of Land Uses*

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

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

#### *Task 4: Market Analysis Update*

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

#### *Task 5: Green Infrastructure/Agricultural Land Inventory*

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

#### *Task 6: Goals and Objectives*

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

#### *Task 7: Sub-Area Assets and Challenges*

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

#### *Task 8: Community Engagement Activities including Assets and Challenges Workshop*

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

**Phase 2 Time Frame:** Months 3-6

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

### **Phase 3 – Plan Design**

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

#### *Task 1: Community Engagement Activities*

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

#### *Task 2: Future Land Use*

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

#### *Task 3: Sub-Area Plans*

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

#### *Task 4: Build-Out Analysis*

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



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

*Task 5: Infrastructure Analysis*

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

*Task 6: Implementation*

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

**Phase 3 Time Frame:** Months 6-8

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

**Phase 4 – Master Plan Development & Adoption**

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

*Task 1: Initial Draft*

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

*Task 2: Final Draft*

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

### *Task 3: Community Engagement Activities*

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

### **Phase 4 Time Frame:** Months 9-13

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

### **Phase 5 – Zoning Ordinance Development & Adoption**

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

#### *Task 1: Planning Commission Updates During Master Plan Phases*

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

#### *Task 2: Work Plan Design*

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

#### *Task 3: Planning Commission and Township Board Work Sessions*

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

#### *Task 4: Zoning Ordinance Audit*

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

*Task 5: Initial Draft*

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

*Task 6: Property Owner Notification and Consultation*

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

*Task 7: Final Draft & Adoption*

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

*Task 8: Community Engagement Activities*

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

**Phase 5 Time Frame:** Months 13-22

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

## Time Frame

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

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

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## Budget

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

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

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

### ***INFRASTRUCTURE ANALYSIS***

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

### ***EXPENSES RATE***

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

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

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

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## SIGNATURES

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

**WITNESS**

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**TOWNSHIP**

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Brenda Stumbo  
Supervisor  
**Charter Township of Ypsilanti**

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Karen Lovejoy Roe  
Clerk  
**Charter Township of Ypsilanti**

**CONSULTANT**

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

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



May, 14, 2018

## **Ypsilanti Township and Habitat for Humanity**

Habitat for Humanity continues to help stabilize and improve neighborhoods focusing its efforts in Ypsilanti Township. Our fiscal year ends June 30 and 2018 promises to be a great success. This year we will renovate and sell 19 homes in the Township – a new high in terms of homeownership opportunities. We continue our work in key neighborhoods and currently we are working on three homes in Sugarbrook and four in West Willow. These efforts will lead to new homeowners in the coming months including two sales in June.

Most recently we have begun work in the Ford Boulevard corridor. The renovations of 793 N Ford and 1676 Holmes are underway and Habitat has recently acquired two new properties in the area: 1571 Russell and 138 N Ford. Both of these properties are in need of significant renovation work. Habitat is seeking \$30,000 in renovation assistance for each of these foreclosed properties. When complete, the highly energy efficient renovated homes will likely sell for more than \$120,000 each, helping bring increased property values and more stability to the neighborhood.

Thank you for considering \$60,000 in support for the renovation work of these two properties. This will allow Habitat to continue its renovation success in the Township.

Regards,

A handwritten signature in blue ink, appearing to read "Rob Nissly", is written over a light blue horizontal line.

Rob Nissly, Housing Director

## **Regional Waste Authority Formation Committee**

### **ROLES AND EXPECTATIONS**

#### **MUNICIPAL AGREEMENT FORM**

##### **Overview and Purpose:**

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

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

##### **Municipal Expectations for Participation:**

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

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

##### **County Roles and Contributions**

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



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

\_\_\_\_\_  
Signature

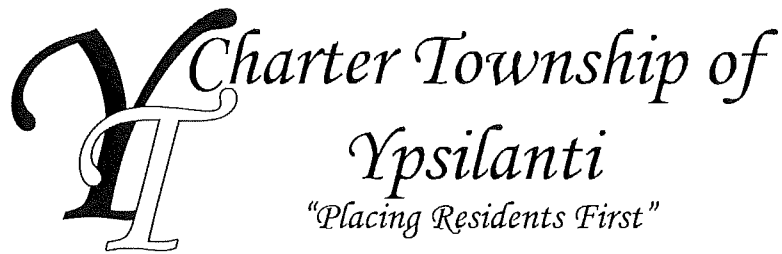
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Representing

DRAFT

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



**Supervisor's Office**

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

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor

DATE: May 29, 2018

RE: Appointment of a Delegate and Alternate to the Regional Waste Authority Formation Committee

It has been requested by Evan Pratt, Washtenaw County Water Resources Commissioner that each entity participating in the Regional Waste Authority appoint a delegate and alternate to the Formation Committee.

We would like to request the Township Board to appoint me as our delegate, with Stan Eldridge serving as the alternate.

Please place this item on the June 19, 2018 agenda for the Board's consideration.

tk

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2018-13

### Abandoned Tax Delinquent Property

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

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

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

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

## RESOLUTION 2018-14

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

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

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

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

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

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

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

***“City of Bay City vs Bay County Treasurer”*** held that under the GPTA that “. . . ***the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff’s council.*** Furthermore, because ***MCL 211.78(m)(1) creates a mandatory legal duty on Defendant’s part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality’s professed ‘public’ purpose”*** a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

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

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

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

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

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

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

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

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

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

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

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

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

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



**List of Tax Foreclosed Properties**  
**Auctions will start on 7/20, 8/24, 9/28/2018**

**Washtenaw County, Michigan**

*Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.*

*All bidding is done online. Please read the terms and conditions before bidding.*

*All attempts were made for accuracy and proof-reading. Please report any errors you may find to [taxes@ewashtenaw.org](mailto:taxes@ewashtenaw.org)*

Catherine McClary, CPFO, CPFIM  
 Washtenaw County Treasurer

Phone: 734-222-6600  
 Fax: 734-222-6632  
 Email: [taxes@ewashtenaw.org](mailto:taxes@ewashtenaw.org)

Parcel Identification Number	Address and Municipality	Auction Date	2017 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-01-340-013	2508 HOLMES Charter Township of Ypsilanti	7/20/2018	\$ 7,400	\$ 4,369.00	YP#1-39C COM AT W 1/4 POST OF SEC, TH N 88 DEG E 529.32 FT IN E & W 1/4 LINE FOR PL OF BEG, TH N 88 DEG E 48 FT IN 1/4 LINE, TH S 2 DEG E 165 FT, TH S 88 DEG W 48 FT TH N 2 DEG W 165 FT TO PL OF BEG, BEING PART OF W 1/2 OF SW 1/4 SEC 1 T3S-R7E 0.18 AC.
K-11-02-306-015	835 LAMAY Charter Township of Ypsilanti	8/24/2018	\$ 77,000	\$ 29,198.00	YP#76-240 LOT 240 LAY GARDEN SUBDIVISION.
K-11-02-328-002	792 N FORD Charter Township of Ypsilanti	7/20/2018	\$ 67,800	\$ 18,275.00	YP# 58-271 LOT 271 EAST PARK SUB.
K-11-11-203-020	DAKOTA Charter Township of Ypsilanti	7/20/2018	\$ 7,200	\$ 1,340.00	YP# 55-72 LOT 486 & N 1/2 OF LOT 487 DEVONSHIRE SUB. #4
K-11-14-281-017	1601 FOLEY Charter Township of Ypsilanti	8/24/2018	\$ 77,000	\$ 19,974.00	YP#148-1 LOT 1 WILLOW HEIGHTS.
K-11-24-242-023	LAKEVIEW Charter Township of Ypsilanti	7/20/2018	\$ 23,400	\$ 3,848.00	YP# 69A-21A: LOT 21, EXC W 4 FT, ALSO N 1/2 OF VACATED ALLEY HURON HEARTHSIDES SUB.

\*\* Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

\*\*\* Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



Positive

As of: June 10, 2014 4:58 PM EDT

## City of Bay City v. Bay County Treasurer

Court of Appeals of Michigan

April 5, 2011, Decided

No. 294556

**Reporter:** 292 Mich. App. 156; 807 N.W.2d 892; 2011 Mich. App. LEXIS 609

CITY OF BAY CITY,  
Plaintiff/Counterdefendant-Appellant, v BAY COUNTY  
TREASURER, Defendant/Counterplaintiff-Appellee.

**Subsequent History:** As Amended December 22, 2011

**Prior History:** [\*\*\*1] Bay County Circuit Court. LC No. 08-003598-CZ.

### Core Terms

public purpose, properties, moot, expeditiously, convey, trial court, municipalities, efficiently, foreclosing, township, village, purchase the property, mandatory, parcels, legal duty, constitutes, conditions, tax-foreclosed, unambiguous, argues, governmental unit, selling property, settlement offer, delinquent, elected, parties, legislative function, defendant argues, speculative, mandamus

### Case Summary

#### Procedural Posture

Plaintiff city appealed an order from the Bay County Circuit Court (Michigan), which, following a bench trial, denied the city's request for declaratory and mandamus relief to require defendant county treasurer to convey a tax-foreclosed property to the city.

#### Overview

The county named its treasurer as the foreclosing governmental unit for purposes of *MCL 211.78m(1)*. The city informed the treasurer that it wished to purchase the foreclosed property, along with certain other parcels, and sent a check to the treasurer in the correct amount. The treasurer determined that he was not obligated to sell unless he was satisfied that the property would serve a public purpose by generating tax revenue efficiently and expeditiously. While the appeal was pending, the treasurer offered to settle the suit by conveying the property to the city. The court determined that the offer to settle, which had not been accepted, did not render the case moot because a party could not unilaterally render a case moot by changing the status quo during the appeal. The court held that the treasurer lacked discretionary authority to

impose conditions on a public purpose that were not found within the clear and unambiguous language of *MCL 211.78m(1)*, which created a mandatory legal duty on the treasurer's part to sell the property to the city. The determination of a public purpose for the city's purchase of tax-foreclosed property was a legislative function of the city.

#### Outcome

The court reversed the trial court.

### LexisNexis® Headnotes

Civil Procedure > ... > Justiciability > Mootness > Real Controversy Requirement

**HN1** A party can not obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal that they can then argue it is impossible to return to the situation that existed when the appeal was filed. A party's strategic choice not to cut its losses by settling does not make a lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot. This reasoning is persuasive where a defendant has offered a settlement, but a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy. A defendant may not unilaterally render a case moot by changing the status quo during the appeal.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

Civil Procedure > Appeals > Standards of Review > De Novo Review

**HN2** A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion. A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. However, whether the defendant had a clear legal duty to perform and whether the plaintiff had a clear legal *right* to the performance of that duty are questions of law, which are reviewed de novo. Similarly, the appellate court

reviews de novo the legal question of the interpretation of a statute.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

**HN3** Mandamus is appropriate where (1) the plaintiff has a clear legal *right* to the performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN4** See MCL 211.78m(1).

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN5** MCL 211.78m(1) clearly and unambiguously provides that if the state elects not to purchase tax-foreclosed property under its *right of firstrefusal*, a city, village, or township may purchase the property for a public purpose.

Governments > Legislation > Interpretation

**HN6** If the language in a statute is clear and unambiguous, a court assumes that the legislature intended its plain meaning, and the statute must be enforced as written. A court may read nothing into an unambiguous statute that is not within the manifest intent of the legislature as derived from the words of the statute itself. Similarly, a court should not judicially legislate by adding language to the statute.

Governments > Legislation > Interpretation

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN7** The determination of what constitutes a public purpose is primarily the responsibility of the legislature, and the concept of public purpose has been construed quite broadly in Michigan. Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and which essentially usurp the legislature's authority to determine what constitutes a public purpose.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN8** The determination of public purpose is an essentially legislative function. The review of an action of the legislature for compliance with the law is an essentially judicial function. The language of MCL 211.78m(1) contemplates no discretionary or decision-making role for any executive body. Indeed, the role of the foreclosing

governmental unit (FGU) in a city's purchase of property is essentially administrative, as well as mandatory: If property is purchased by a city, village, township, or county under this subsection, the FGU shall convey the property to the purchasing city, village, township, or county within 30 days. The statute's use of the word "shall" indicates a mandatory act, not a permissive one. The determination of a proper purpose for the purchase of tax delinquent property is a legislative function, vesting such determinations with the city's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on the FGU's part to sell the property to the municipality, granting no discretion to decide not to sell such property, the statute does not empower the FGU to make an independent determination as to the municipality's professed public purpose. Pursuant to MCL 211.78m, the selling of property is a mandatory act by the FGU, not a discretionary one.

**Judges:** Before: FORT-HOOD, P.J., and BORRELLO and STEPHENS, JJ.

**Opinion by:** STEPHEN L. BORRELLO

#### Opinion

[\*\*894] [\*157] BORRELLO, J.

Plaintiff appeals as of *right* the trial court's order denying its claim to declaratory and [\*158] mandamus relief following a bench trial. For the reasons set forth in this opinion, we reverse.

#### I. FACTS

The relevant facts are largely undisputed. Under the current statutory tax-foreclosure scheme, the state of Michigan has a *right of firstrefusal* to purchase any tax-foreclosed properties in the state. MCL 211.78m(1). If the state declines to purchase a property, the city, village, or township within whose limits the property is located may purchase it "for a public purpose." *Id.* The price of purchase (referred to as the "minimum bid") is set at what the minimum bid would be if the property were being auctioned off, which is determined by adding all taxes, interest, and fees owed on the property, so that the foreclosing governmental unit (FGU) breaks even on the property. MCL 211.78m(11). Before 1999, the state administered the tax-foreclosure scheme in every Michigan county. In 1999, the Legislature passed Public Act 123, which allowed counties to "opt-in" and replace the [\*\*\*2] state as the FGU, administering foreclosures within their jurisdictions. MCL 211.78(3), as amended by 1999 PA 123. On December 14, 2004, Bay County elected to name its treasurer, defendant, as its FGU.

Starting in 2005, defendant, as the FGU, began foreclosing on properties, but plaintiff did not seek to purchase any

foreclosed properties until 2008. In 2008, defendant foreclosed on 16 parcels within plaintiff's limits. Plaintiff informed defendant that it wished to purchase four of the parcels and forwarded a check to defendant in the amount of the total of the minimum bids for the four parcels. Defendant determined [\*\*895] that he was not obligated to sell the parcels to plaintiff unless he was satisfied that plaintiff would be returning the property to a position in which the property would [\*159] generate tax revenue. Following defendant's determination, officials of plaintiff and Bay County met to discuss the issue and come to an understanding, but they were not able to reach an agreement. On August 22, 2009, plaintiff filed this action against defendant for declaratory and mandamus relief. Plaintiff sought a declaration that its stated public purpose for the parcels [\*\*\*3] was valid and a writ of mandamus directing defendant to transfer title to the parcels.

The properties sought by plaintiff were located at 105 West Thomas, 1216 Park Avenue, 606 Wilson, and 1906 Broadway. In its complaint, plaintiff stated its public purpose was "to reduce the number of vacant tax reverted properties within [plaintiff]'s limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties" and that, through redevelopment of the properties, plaintiff "will ensure a healthy and growing tax base."

Both parties moved for summary disposition, with plaintiff arguing that there were only two conditions placed on the conveyance of property: that plaintiff tenders the purchase price to the FGU and that plaintiff has a public purpose for the property. Plaintiff argued it was undisputed that both of these requirements were fulfilled; hence, defendant had a clear legal duty to convey the properties, and plaintiff had a clear legal *right* to the performance of that duty. Defendant argued he had a statutory duty "to confirm that the municipality wants the requested property for a public purpose and that the [\*\*\*4] municipality will be able to accomplish that purpose efficiently and expeditiously." He asserted that plaintiff had no public purpose for the Park Avenue, Broadway, and West Thomas properties, and that plaintiff would not be able to achieve its public purpose for the Wilson property [\*160] efficiently and expeditiously. The trial court denied both parties' motions, and the case went to a bench trial.

At trial, defendant testified that it was unclear that plaintiff had a public purpose for the properties. Stephen Black, plaintiff's Deputy City Manager of Community Development, testified that plaintiff sought to acquire the Broadway property in order to tear down the building thereon and use the land as a parking lot for the adjacent property, which the city already owned. The Park Avenue

property, according to Black, presented health and safety issues because it was "severely impacted by cat urine." Black said that foreclosure of the West Thomas property presented an opportunity to eliminate a multi-family home, noting that multi-family homes generate complaints in single-family areas. The city planned to either demolish the home or redevelop it. Defendant testified that the West Thomas property [\*\*\*5] was a single-family, not a multi-family, dwelling. As for the Wilson property, Black testified it was a vacant lot that the city was considering conveying to Habitat for Humanity for it to build a new home.

The trial court found for defendant with respect to the Wilson and Broadway parcels, and for plaintiff with respect to the Park Avenue and West Thomas parcels. The parties agreed that, pending appeal, defendant would not "auction, sell, or otherwise dispose of" the Park Avenue, West Thomas, and Wilson properties and that it would not convey the Park Avenue and West Thomas properties to plaintiff. Plaintiff agreed not to seek the Broadway property.

[\*\*896] Because defendant did not appeal the decision with respect to the Park Avenue and West Thomas properties, and because plaintiff agreed not to pursue its claim to the Broadway property, the only property at issue in this appeal is the Wilson property.

## [\*161] II. MOOTNESS

Defendant argues on appeal that this claim is moot because he has offered to settle the suit by conveying the Wilson property to plaintiff. According to defendant, this removes any case or controversy between the parties. Defendant also argues that this does not fall into the mootness [\*\*\*6] exception "carved out for those situations where . . . the issue is of public significance and likely to recur while also likely to evade judicial review." Defendant argues that it is speculative whether plaintiff will seek to purchase tax-foreclosed property from defendant again and that even if it does, it is only speculative that defendant will refuse to convey the property, and that even if both of these things occur, there will be opportunity for judicial review of the issue at that time.

Plaintiff denies the assertion that there is no case or controversy between the parties. Plaintiff argues that an offer to settle does not render a case moot unless the offer is accepted, and plaintiff has not accepted defendant's offer to convey the property in question. Plaintiff also notes that defendant has not conceded the legal points at issue in this case. Regarding the mootness exception for cases involving issues of public significance that recur but are likely to evade judicial review, plaintiff points out that, although it did not purchase any tax-foreclosed properties

in 2009, it has regularly purchased tax-foreclosed properties in the past and certainly will do so in the future.

[\*\*7] And plaintiff argues that, if defendant's settlement offer renders the issue moot, there is a possibility that the issue will evade judicial review because defendant could simply convey the property every time plaintiff challenges its refusal to do so.

In MGM Grand Detroit, LLC v Community Coalition for Empowerment, Inc., 465 Mich 303; 633 NW2d 357 (2001), the Detroit City Council passed an ordinance [\*162] allowing the plaintiff to use a specified site to build a casino. Id. at 311-312 (CAVANAGH, J., dissenting). The defendant conducted a petition drive in an attempt to refer the ordinance, but the city clerk denied the petition on the ground that the ordinance was exempt from referendum. Id. at 312. The plaintiff sought a declaratory judgment that the ordinance was in fact exempt from referendum. Id. After the trial court granted the plaintiff's motion for summary disposition, the plaintiff went ahead with its casino construction, although the defendant had filed a claim of appeal with this Court. Id. at 312-313. Our Supreme Court addressed the issue of mootness in light of these developments. Justice CAVANAGH's dissent, which Justice KELLY joined, concluded that the defendant could not have [\*\*\*8] the relief it sought, because even if the referendum were allowed and the ordinance defeated, the casino would remain as an allowed, prior nonconforming use of the land. Id. at 313-314. The majority rejected this conclusion, holding that HNI "a party can not [sic] obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal . . . that [it] can then argue it is impossible to return to the situation that existed when the appeal was filed." Id. at 307.

This case presents the reverse situation—defendant seeks to render the appeal moot not by making it impossible [\*\*897] for plaintiff to have the relief it seeks, but by giving plaintiff that relief. In Bd of Ed of Oak Park & River Forest High Sch Dist 200 v Ill State Bd of Ed, 79 F3d 654, 659 (CA 7, 1996), the Seventh Circuit of the United States Court of Appeals held that a party's "strategic choice [not to 'cut its losses' by settling] does not make [a] lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot." (Citations [\*163] omitted; emphasis in original.) Relative [\*\*\*9] to the issues presented in this case, we find the reasoning of the Seventh Circuit persuasive. Here, defendant has offered a settlement. We note that a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy.

Additionally, as plaintiff notes, even if it received the Wilson property, this would only satisfy the mandamus

claim. Plaintiff also sought a declaratory judgment that its "stated public purpose is a valid public purpose under the laws of the State of Michigan." Because defendant will not and cannot give plaintiff such a declaration, there is still a controversy that this Court may decide. Although the nature of the action by which defendant seeks to render this case moot differs from that in MGM Grand Detroit, that case did hold that a defendant may not unilaterally render a case moot "by . . . changing the status quo during the appeal." MGM Grand Detroit, 465 Mich at 307. Similarly, the fact that plaintiff has not accepted defendant's offer to settle the suit by conveying the property to plaintiff because it desires a favorable precedent does not render the case moot. Bd of Ed of Oak Park & River Forest High Sch Dist 200, 79 F3d at 659. [\*\*\*10] Accordingly, we hold that the issues presented in this case are not rendered moot by defendant's offer of settlement.

### III. PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m requires it to have a public purpose to purchase the Wilson property and that it sought the property to build a new home, which qualifies as economic development and therefore is a public purpose. Plaintiff further contends that defendant refused to convey the property because he did not believe that the public purpose could be accomplished [\*164] "efficiently" and "expeditiously." According to plaintiff, the statute only requires a public purpose and not these additional conditions. Conversely, defendant argues that the intent of MCL 211.78m will not be carried out unless properties are purchased by municipalities for a public purpose that can be efficiently and expeditiously carried out. Defendant points out that in other contexts, Michigan courts have interpreted "public purpose" to be more than just a speculative idea or a future possibility and that without a requirement of a detailed plan that can be expeditiously carried out, the "public purpose" [\*\*\*11] requirement is illusory. According to the trial court, plaintiff's "proposal [regarding the Wilson property] does not promote the prosperity and general welfare of the residents of Bay City" and was "too speculative to constitute a proper public purpose."

HN2 "A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion." Casco Twp v Secretary of State, 472 Mich. 566, 571; 701 N.W.2d 102 (2005). A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. Maldonado v Ford Motor Co., 476 Mich 372, 388; 719 NW2d 809 (2006). However, "whether defendant had a clear legal duty to perform and whether plaintiff [\*\*898] had a clear legal right to the performance of that duty . . . are questions of law, which this Court reviews de novo." Carter v Ann Arbor City

292 Mich. App. 156, \*164; 807 N.W.2d 892, \*\*898; 2011 Mich. App. LEXIS 609, \*\*\*11

*Attorney*, 271 Mich App 425, 438; 722 NW2d 243 (2006). Similarly, this Court reviews de novo the legal question of the interpretation of a statute. *People v Moore*, 470 Mich 56, 61; 679 NW2d 41 (2004); *Robertson v DaimlerChrysler Corp.*, 465 Mich 732, 739; 641 NW2d 567 (2002).

In *Tuggle v Dep't of State Police*, 269 Mich App 657, 668; 712 NW2d 750 (2006), this Court [\*\*\*12] held that *HN3* mandamus [\*165] is appropriate where (1) the plaintiff has a clear legal *right* to performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result. See also *Lickfeldt v Dep't of Corrections*, 247 Mich App 299, 302; 636 NW2d 272 (2001); *Delly v Bureau of State Lottery*, 183 Mich App 258, 260-261; 454 NW2d 141 (1990).

*MCL 211.78m(1)* provides, in relevant part:

*HN4* Not later than the *first* Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the *right of firstrefusal* to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its *right of firstrefusal*, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under [\*\*\*13] this section by payment to the foreclosing governmental unit of the minimum bid. . . .

At trial, defendant seemingly conceded that plaintiff stated a public purpose for purchasing the Wilson property. On appeal, however, he argues that plaintiff's public purpose was unclear. He claims that plaintiff sought to obtain the properties "in order to minimize a 'real and present danger' and to remove 'blighted conditions on the subject properties.'" But according to the complaint, plaintiff sought the property "to reduce the number of vacant tax reverted properties within Bay City's limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties." [\*166] And the resolution passed by plaintiff authorizing it to acquire the properties reads, in relevant part, as follows:

**Whereas**, the City of Bay City desires to acquire selected tax-reverted properties for the

purpose of stimulating private investment through the redevelopment of each property; and

**Whereas**, by improving and selling the various parcels, these economic development efforts will ensure a healthy and growing tax base . . . .

Thus, plaintiff demonstrated [\*\*\*14] a public purpose beyond minimizing dangers and abating blight. Cf. *Kelo v City of New London*, 545 U.S. 469, 484; 125 S. Ct. 2655; 162 L. Ed. 2d 439 (2005) (rejecting the argument that economic development does not qualify as a public use in an eminent domain case and stating that "[p]romoting economic development is a traditional and long-accepted function of government").

However, defendant argues that the statutory scheme requires that the identified public purpose be capable of being efficiently and expeditiously carried out. Plaintiff asserts that the trial court's conclusion that plaintiff's plan to construct [\*\*\*899] a new home on the Wilson property was too "speculative to constitute a proper public purpose" essentially incorporates the requirements that a public purpose must be executed efficiently and expeditiously. The terms "efficiently," "expeditiously," and "speculative" are not found in *MCL 211.78m(1)*. *HN5* The statute clearly and unambiguously provides that if the "state elects not to purchase the property under its *right of firstrefusal*, a city, village, or township may purchase" the property "for a public purpose." *MCL 211.78m(1)*. *HN6* If the language in a statute is clear and unambiguous, [\*\*\*15] this Court assumes that the Legislature intended its plain meaning, and the [\*167] statute must be enforced as written. *Roberts v Mecosta Co Gen Hosp.* 466 Mich 57, 63; 642 NW2d 663 (2002). This Court "may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself." *Id.* Similarly, this Court should not "judicially legislate by adding language to the statute." *Empire Iron Mining Partnership v Orhanen*, 455 Mich 410, 421; 565 NW2d 844 (1997). In *Advisory Opinion on Constitutionality of 1976 PA 295 & 1976 PA 297*, 401 Mich 686, 696; 259 NW2d 129 (1977), our Supreme Court stated that *HN7* "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature, and . . . the concept of public purpose has been construed quite broadly in Michigan." Accordingly, it is not for the courts to read into *MCL 211.78m(1)* restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and that essentially usurp the Legislature's authority to determine what constitutes a public purpose.

We note that while MCL 211.78m(1) does not contain any [\*\*\*16] language requiring the property to be purchased for a public purpose that can be carried out efficiently and expeditiously, such language is found in MCL 211.78(1):

The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property returned for delinquent taxes. Therefore, the powers granted in this act relating to the return of property for delinquent taxes constitute the performance by this state or a political subdivision of this state of essential public purposes and functions.

The reference to "efficient and expeditious return to productive use" in this legislative finding is not a constraint on the public purpose identified by a city, [\*168] village, or township purchasing tax-delinquent property under MCL 211.78m(1). Rather, it is a statement of the purposes of the tax-reversion statutory scheme. Due to the perception of the Legislature that the existing statutory provisions addressing reverted properties were inefficient, the Legislature revamped the General Property Tax Act in 1999 PA 123 in order to effectuate "the efficient [\*\*\*17] and expeditious return to productive use of property returned for delinquent taxes."<sup>1</sup> This is the [\*\*\*900] public purpose of the GPTA, not the public purpose of a city, village, or township purchasing tax-delinquent property.<sup>2</sup>

It is not the prerogative of this Court to "judicially legislate by adding language to [a] statute." *Orhanen*, 455 Mich at 421. In this case, the trial court essentially imposed a constraint on what constitutes a public purpose that is not found within the language of MCL 211.78m(1). Plaintiff's stated purpose was to improve and sell the property. Whether it could do so efficiently and expeditiously was relevant to plaintiff's ability to carry out its purpose, but was not relevant to [\*169] the question whether plaintiff was purchasing the property "for a public purpose" as required by MCL 211.78m(1).

We hold that the trial court erred in finding for defendant with respect to the Wilson property by adding conditions

on a "public purpose" that are not found within the clear and unambiguous language of MCL 211.78m(1). Given the evidence presented, including defendant's admission at trial that plaintiff had stated a public purpose, there was no basis for the trial court to find in favor of defendant regarding the Wilson property. Because the trial court added language to the statute to arrive at its conclusions, it abused its [\*\*\*19] discretion in denying mandamus relief to plaintiff.

#### IV. COUNTY TREASURER'S AUTHORITY TO MAKE AN INDEPENDENT ASSESSMENT OF PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m(1) gives no authority to defendant to question plaintiff's determination of public purpose. According to plaintiff, such a determination is traditionally considered a legislative function, and is thus properly left to plaintiff, as a legislative body. Plaintiff contends that unless the statute says otherwise, the power to review plaintiff's decision lies in the courts, the body that traditionally reviews actions for their consistency with the laws. Finally, plaintiff argues that the proper course of action would be for defendant to obey the statute's command that it sell the property to plaintiff. If it later becomes evident that plaintiff does not have a public purpose for the property, a party with standing could bring suit to challenge the purchase of the property.

Conversely, defendant argues that it does not usurp the function of the courts for an FGU to review a municipality's determination of public purpose. Defendant [\*170] contends that if the courts can review the FGU's determination, judicial review [\*\*\*20] is still possible. Additionally, defendant argues that he is in the best position to determine which properties to allow municipalities to purchase at the minimum bid and which properties to put to public auction to best manage and maintain the integrity of the delinquent tax revolving fund.

As noted above, MCL 211.78m(1) requires property purchased by a municipality under the statute to be purchased "for a public purpose." The statute does not, however, specify who makes the determination whether a purpose constitutes a public purpose, nor does it specify what body, if any, may review that determination.

<sup>1</sup> The legislative analysis prepared for 1999 PA 123 states that the then current "tax delinquent property reversion process takes about six years to complete." House Legislative Analysis, HB 4489, July 23, 1999, p 1. In order to address this delay in returning tax-delinquent property to tax-current status, while still honoring the *rights* of property owners, the legislation revamping the tax-reversion process was proposed. *Id.*, p 2. While the use of legislative analysis has been criticized as being unpersuasive in terms of statutory construction, such analyses do have probative value in certain circumstances, see, e.g., *Kinder Morgan Michigan, LLC v City of Jackson*, 277 Mich App 159, 170; 744 NW2d 184 (2007), and continue to be cited in cases involving statutory interpretation, see, e.g., *Bush v Shabahang*, 484 Mich 156, 174 n 29; 772 NW2d 272 (2009).

<sup>2</sup> In some ways, this is an example of the classic fallacy of equivocation. The term "public purpose" is being used in two [\*\*\*18] different, albeit related, ways in MCL 211.78(1) and MCL 211.78m(1).

[\*\*901] Although defendant claims that the statute empowers him to review plaintiff's determination of public purpose, he makes no argument in support of this assertion. His argument, instead, is that it will benefit the entire county if he is allowed to decide which properties are sold to municipalities and which go to auction. But this argument does not relate to the question of public purpose—instead, defendant's argument is that he should have general discretion to sell or not sell properties to municipalities on the basis of what most benefits the county.

Plaintiff argues that [\*\*\*21] its council is the proper body to determine whether there is a public purpose, because it consists of "the elected representatives of the people." Horton v Kalamazoo, 81 Mich App 78, 81; 264 NW2d 128 (1978), quoting Gregory Marina, Inc v Detroit, 378 Mich 364, 394; 144 NW2d 503 (1966). Defendant points out that he is also an elected representative, elected by a larger constituency than plaintiff's council.

[\*171] More to the point, however, is plaintiff's separation of powers argument. As noted previously in this opinion, our Supreme Court has stated that "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature." 1976 PA 295, 401 Mich at 696; accord Gregory Marina, Inc, 378 Mich at 394-395 (T. M. KAVANAGH, C.J.) (noting that determination of public purpose is a legislative, not a judicial, question); Advisory Opinion on Constitutionality of 1986 PA 281, 430 Mich 93, 129-130; 422 NW2d 186 (1988) (stating that Michigan has "recognized a liberal version of the public purpose doctrine"). HN8 The determination of public purpose is an essentially legislative function, see MCL 211.78, and plaintiff's council is a legislative body. The review [\*\*\*22] of an action of the Legislature for compliance with the law is an essentially judicial function. The language of the portion

of the statute at issue contemplates no discretionary or decision-making role for any executive body. Indeed, the FGU's role in a city's purchase of property is essentially administrative, as well as mandatory: "If property is purchased by a city, village, township, or county under this subsection, the [FGU] shall convey the property to the purchasing city, village, township, or county within 30 days." MCL 211.78m(1) (emphasis added). The statute's use of the word "shall" indicates a mandatory act, not a permissive one. People v Francisco, 474 Mich 82, 87; 711 NW2d 44 (2006).

In keeping with precedent, we hold that the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with plaintiff's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on defendant's part to sell the property to plaintiff, granting him no discretion to decide not to sell such property, the statute does not [\*172] empower a county treasurer such as defendant to make [\*\*\*23] an independent determination as to a municipality's professed "public purpose." Pursuant to MCL 211.78m, the selling of property is a mandatory act by defendant, not a discretionary one. For these reasons, the trial court erred to the extent it implicitly held that defendant had a *right* to review plaintiff's determination of public purpose, and it abused its discretion by denying plaintiff mandamus relief.

Reversed and remanded. No costs are awarded to either party, a public question being involved. MCR 7.216(A)(7) and MCR 7.219(A).

/s/ Stephen L. Borrello

/s/ Karen M. Fort-Hood

/s/ Cynthia Diane Stephens



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Ann Arbor MI 48103  
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www.h4h.org

May 31, 2018

Ms. Brenda Stumbo  
Township Supervisor, Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

Dear Brenda:

This Letter of Intent confirms Habitat for Humanity of Huron Valley's intention to purchase the properties listed in Exhibit "A" once vacant. Habitat is interested in the purchase of the following three properties for \$67,447:

835 Lamay, 792 N Ford, 1601 Foley

We truly value our partnership and look forward to continuing to help strengthen the Township with more home ownership opportunities, one house, one block and one neighborhood at a time.

Regards,

A handwritten signature in black ink, appearing to read "Rob Nissly".

Rob Nissly  
Housing Director



<http://www.auction.com/washtenaw>



**List of Tax Foreclosed Properties**  
**Auctions will start on 7/20, 8/24, 9/28/2018**  
**Washtenaw County, Michigan**

*Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.  
 All bidding is done online. Please read the terms and conditions before bidding.*

*All attempts were made for accuracy and proof-reading. Please report any errors you may find to [taxes@ewashtenaw.org](mailto:taxes@ewashtenaw.org)*

Catherine McClary, CPFO, CPFIM  
 Washtenaw County Treasurer

Phone: 734-222-6600  
 Fax: 734-222-6632  
 Email: [taxes@ewashtenaw.org](mailto:taxes@ewashtenaw.org)

Attachment "A"

Parcel Identification Number	Address and Municipality	Auction Date	2017 Assessed Value x 2**	Minimum Bid***	Legal Description
K-11-01-340-013	2508 HOLMES Charter Township of Ypsilanti	7/20/2018	\$ 7,400	\$ 4,369.00	YP#1-39C COM AT W 1/4 POST OF SEC, TH N 88 DEG E 529.32 FT IN E & W 1/4 LINE FOR PL OF BEG, TH N 88 DEG E 48 FT IN 1/4 LINE, TH S 2 DEG E 165 FT, TH S 88 DEG W 48 FT TH N 2 DEG W 165 FT TO PL OF BEG, BEING PART OF W 1/2 OF SW 1/4 SEC 1 T3S-R7E 0.18 AC.
✓ K-11-02-306-015	835 LAMAY Charter Township of Ypsilanti	8/24/2018	\$ 77,000	\$ 29,198.00	YP#76-240 LOT 240 LAY GARDEN SUBDIVISION.
✓ K-11-02-328-002	792 N FORD Charter Township of Ypsilanti	7/20/2018	\$ 67,800	\$ 18,275.00	YP#58-271 LOT 271 EAST PARK SUB.
K-11-11-203-020	DAKOTA Charter Township of Ypsilanti	7/20/2018	\$ 7,200	\$ 1,340.00	YP# 55-72 LOT 486 & N 1/2 OF LOT 487 DEVONSHIRE SUB. #4
✓ K-11-14-281-017	1601 FOLEY Charter Township of Ypsilanti	8/24/2018	\$ 77,000	\$ 19,974.00	YP#148-1 LOT 1 WILLOW HEIGHTS.
K-11-24-242-023	LAKEVIEW Charter Township of Ypsilanti	7/20/2018	\$ 23,400	\$ 3,848.00	YP# 69A-21A: LOT 21, EXC W 4 FT, ALSO N 1/2 OF VACATED ALLEY HURON HEARTHSIDES SUB.

\$67,447

\*\* Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).  
 \*\*\* Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.

## RESOLUTION 2018-16

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

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

**2500 Lakeview**

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

**Minimum Bid: \$3,848.00**

**Legal Description:**

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

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

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

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

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

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

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

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

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

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



**List of Tax Foreclosed Properties**  
**Auctions will start on 7/20, 8/24, 9/28/2018**

**Washtenaw County, Michigan**

*Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.*

*All bidding is done online. Please read the terms and conditions before bidding.*

*All attempts were made for accuracy and proof-reading. Please report any errors you may find to [taxes@ewashtenaw.org](mailto:taxes@ewashtenaw.org)*

Catherine McClary, CPFO, CPFIM  
 Washtenaw County Treasurer

Phone: 734-222-6600  
 Fax: 734-222-6632  
 Email: [taxes@ewashtenaw.org](mailto:taxes@ewashtenaw.org)

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\*\* Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

\*\*\* Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.

Positive

As of: June 10, 2014 4:58 PM EDT

## City of Bay City v. Bay County Treasurer

Court of Appeals of Michigan

April 5, 2011, Decided

No. 294556

**Reporter:** 292 Mich. App. 156; 807 N.W.2d 892; 2011 Mich. App. LEXIS 609

CITY OF BAY CITY,  
Plaintiff/Counterdefendant-Appellant, v BAY COUNTY  
TREASURER, Defendant/Counterplaintiff-Appellee.

**Subsequent History:** As Amended December 22, 2011

**Prior History:** [\*\*\*1] Bay County Circuit Court. LC No. 08-003598-CZ.

### Core Terms

public purpose, properties, moot, expeditiously, convey, trial court, municipalities, efficiently, foreclosing, township, village, purchase the property, mandatory, parcels, legal duty, constitutes, conditions, tax-foreclosed, unambiguous, argues, governmental unit, selling property, settlement offer, delinquent, elected, parties, legislative function, defendant argues, speculative, mandamus

### Case Summary

#### Procedural Posture

Plaintiff city appealed an order from the Bay County Circuit Court (Michigan), which, following a bench trial, denied the city's request for declaratory and mandamus relief to require defendant county treasurer to convey a tax-foreclosed property to the city.

#### Overview

The county named its treasurer as the foreclosing governmental unit for purposes of *MCL 211.78m(1)*. The city informed the treasurer that it wished to purchase the foreclosed property, along with certain other parcels, and sent a check to the treasurer in the correct amount. The treasurer determined that he was not obligated to sell unless he was satisfied that the property would serve a public purpose by generating tax revenue efficiently and expeditiously. While the appeal was pending, the treasurer offered to settle the suit by conveying the property to the city. The court determined that the offer to settle, which had not been accepted, did not render the case moot because a party could not unilaterally render a case moot by changing the status quo during the appeal. The court held that the treasurer lacked discretionary authority to

impose conditions on a public purpose that were not found within the clear and unambiguous language of *MCL 211.78m(1)*, which created a mandatory legal duty on the treasurer's part to sell the property to the city. The determination of a public purpose for the city's purchase of tax-foreclosed property was a legislative function of the city.

#### Outcome

The court reversed the trial court.

### LexisNexis® Headnotes

Civil Procedure > ... > Justiciability > Mootness > Real Controversy Requirement

**HN1** A party can not obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal that they can then argue it is impossible to return to the situation that existed when the appeal was filed. A party's strategic choice not to cut its losses by settling does not make a lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot. This reasoning is persuasive where a defendant has offered a settlement, but a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy. A defendant may not unilaterally render a case moot by changing the status quo during the appeal.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

Civil Procedure > Appeals > Standards of Review > De Novo Review

**HN2** A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion. A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. However, whether the defendant had a clear legal duty to perform and whether the plaintiff had a clear legal *right* to the performance of that duty are questions of law, which are reviewed de novo. Similarly, the appellate court

reviews de novo the legal question of the interpretation of a statute.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

**HN3** Mandamus is appropriate where (1) the plaintiff has a clear legal *right* to the performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN4** See MCL 211.78m(1).

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN5** MCL 211.78m(1) clearly and unambiguously provides that if the state elects not to purchase tax-foreclosed property under its *right of firstrefusal*, a city, village, or township may purchase the property for a public purpose.

Governments > Legislation > Interpretation

**HN6** If the language in a statute is clear and unambiguous, a court assumes that the legislature intended its plain meaning, and the statute must be enforced as written. A court may read nothing into an unambiguous statute that is not within the manifest intent of the legislature as derived from the words of the statute itself. Similarly, a court should not judicially legislate by adding language to the statute.

Governments > Legislation > Interpretation

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN7** The determination of what constitutes a public purpose is primarily the responsibility of the legislature, and the concept of public purpose has been construed quite broadly in Michigan. Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and which essentially usurp the legislature's authority to determine what constitutes a public purpose.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

**HN8** The determination of public purpose is an essentially legislative function. The review of an action of the legislature for compliance with the law is an essentially judicial function. The language of MCL 211.78m(1) contemplates no discretionary or decision-making role for any executive body. Indeed, the role of the foreclosing

governmental unit (FGU) in a city's purchase of property is essentially administrative, as well as mandatory: If property is purchased by a city, village, township, or county under this subsection, the FGU shall convey the property to the purchasing city, village, township, or county within 30 days. The statute's use of the word "shall" indicates a mandatory act, not a permissive one. The determination of a proper purpose for the purchase of tax delinquent property is a legislative function, vesting such determinations with the city's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on the FGU's part to sell the property to the municipality, granting no discretion to decide not to sell such property, the statute does not empower the FGU to make an independent determination as to the municipality's professed public purpose. Pursuant to MCL 211.78m, the selling of property is a mandatory act by the FGU, not a discretionary one.

**Judges:** Before: FORT-HOOD, P.J., and BORRELLO and STEPHENS, JJ.

**Opinion by:** STEPHEN L. BORRELLO

#### Opinion

[\*\*894] [\*157] BORRELLO, J.

Plaintiff appeals as of *right* the trial court's order denying its claim to declaratory and [\*158] mandamus relief following a bench trial. For the reasons set forth in this opinion, we reverse.

#### I. FACTS

The relevant facts are largely undisputed. Under the current statutory tax-foreclosure scheme, the state of Michigan has a *right of firstrefusal* to purchase any tax-foreclosed properties in the state. MCL 211.78m(1). If the state declines to purchase a property, the city, village, or township within whose limits the property is located may purchase it "for a public purpose." *Id.* The price of purchase (referred to as the "minimum bid") is set at what the minimum bid would be if the property were being auctioned off, which is determined by adding all taxes, interest, and fees owed on the property, so that the foreclosing governmental unit (FGU) breaks even on the property. MCL 211.78m(11). Before 1999, the state administered the tax-foreclosure scheme in every Michigan county. In 1999, the Legislature passed Public Act 123, which allowed counties to "opt-in" and replace the [\*\*\*2] state as the FGU, administering foreclosures within their jurisdictions. MCL 211.78(3), as amended by 1999 PA 123. On December 14, 2004, Bay County elected to name its treasurer, defendant, as its FGU.

Starting in 2005, defendant, as the FGU, began foreclosing on properties, but plaintiff did not seek to purchase any

foreclosed properties until 2008. In 2008, defendant foreclosed on 16 parcels within plaintiff's limits. Plaintiff informed defendant that it wished to purchase four of the parcels and forwarded a check to defendant in the amount of the total of the minimum bids for the four parcels. Defendant determined [\*\*895] that he was not obligated to sell the parcels to plaintiff unless he was satisfied that plaintiff would be returning the property to a position in which the property would [\*159] generate tax revenue. Following defendant's determination, officials of plaintiff and Bay County met to discuss the issue and come to an understanding, but they were not able to reach an agreement. On August 22, 2009, plaintiff filed this action against defendant for declaratory and mandamus relief. Plaintiff sought a declaration that its stated public purpose for the parcels [\*\*\*3] was valid and a writ of mandamus directing defendant to transfer title to the parcels.

The properties sought by plaintiff were located at 105 West Thomas, 1216 Park Avenue, 606 Wilson, and 1906 Broadway. In its complaint, plaintiff stated its public purpose was "to reduce the number of vacant tax reverted properties within [plaintiff]'s limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties" and that, through redevelopment of the properties, plaintiff "will ensure a healthy and growing tax base."

Both parties moved for summary disposition, with plaintiff arguing that there were only two conditions placed on the conveyance of property: that plaintiff tenders the purchase price to the FGU and that plaintiff has a public purpose for the property. Plaintiff argued it was undisputed that both of these requirements were fulfilled; hence, defendant had a clear legal duty to convey the properties, and plaintiff had a clear legal *right* to the performance of that duty. Defendant argued he had a statutory duty "to confirm that the municipality wants the requested property for a public purpose and that the [\*\*\*4] municipality will be able to accomplish that purpose efficiently and expeditiously." He asserted that plaintiff had no public purpose for the Park Avenue, Broadway, and West Thomas properties, and that plaintiff would not be able to achieve its public purpose for the Wilson property [\*160] efficiently and expeditiously. The trial court denied both parties' motions, and the case went to a bench trial.

At trial, defendant testified that it was unclear that plaintiff had a public purpose for the properties. Stephen Black, plaintiff's Deputy City Manager of Community Development, testified that plaintiff sought to acquire the Broadway property in order to tear down the building thereon and use the land as a parking lot for the adjacent property, which the city already owned. The Park Avenue

property, according to Black, presented health and safety issues because it was "severely impacted by cat urine." Black said that foreclosure of the West Thomas property presented an opportunity to eliminate a multi-family home, noting that multi-family homes generate complaints in single-family areas. The city planned to either demolish the home or redevelop it. Defendant testified that the West Thomas property [\*\*\*5] was a single-family, not a multi-family, dwelling. As for the Wilson property, Black testified it was a vacant lot that the city was considering conveying to Habitat for Humanity for it to build a new home.

The trial court found for defendant with respect to the Wilson and Broadway parcels, and for plaintiff with respect to the Park Avenue and West Thomas parcels. The parties agreed that, pending appeal, defendant would not "auction, sell, or otherwise dispose of" the Park Avenue, West Thomas, and Wilson properties and that it would not convey the Park Avenue and West Thomas properties to plaintiff. Plaintiff agreed not to seek the Broadway property.

[\*\*896] Because defendant did not appeal the decision with respect to the Park Avenue and West Thomas properties, and because plaintiff agreed not to pursue its claim to the Broadway property, the only property at issue in this appeal is the Wilson property.

## [\*161] II. MOOTNESS

Defendant argues on appeal that this claim is moot because he has offered to settle the suit by conveying the Wilson property to plaintiff. According to defendant, this removes any case or controversy between the parties. Defendant also argues that this does not fall into the mootness [\*\*\*6] exception "carved out for those situations where . . . the issue is of public significance and likely to recur while also likely to evade judicial review." Defendant argues that it is speculative whether plaintiff will seek to purchase tax-foreclosed property from defendant again and that even if it does, it is only speculative that defendant will refuse to convey the property, and that even if both of these things occur, there will be opportunity for judicial review of the issue at that time.

Plaintiff denies the assertion that there is no case or controversy between the parties. Plaintiff argues that an offer to settle does not render a case moot unless the offer is accepted, and plaintiff has not accepted defendant's offer to convey the property in question. Plaintiff also notes that defendant has not conceded the legal points at issue in this case. Regarding the mootness exception for cases involving issues of public significance that recur but are likely to evade judicial review, plaintiff points out that, although it did not purchase any tax-foreclosed properties



in 2009, it has regularly purchased tax-foreclosed properties in the past and certainly will do so in the future.

[\*\*7] And plaintiff argues that, if defendant's settlement offer renders the issue moot, there is a possibility that the issue will evade judicial review because defendant could simply convey the property every time plaintiff challenges its refusal to do so.

In MGM Grand Detroit, LLC v Community Coalition for Empowerment, Inc., 465 Mich 303; 633 NW2d 357 (2001), the Detroit City Council passed an ordinance [\*162] allowing the plaintiff to use a specified site to build a casino. Id. at 311-312 (CAVANAGH, J., dissenting). The defendant conducted a petition drive in an attempt to refer the ordinance, but the city clerk denied the petition on the ground that the ordinance was exempt from referendum. Id. at 312. The plaintiff sought a declaratory judgment that the ordinance was in fact exempt from referendum. Id. After the trial court granted the plaintiff's motion for summary disposition, the plaintiff went ahead with its casino construction, although the defendant had filed a claim of appeal with this Court. Id. at 312-313. Our Supreme Court addressed the issue of mootness in light of these developments. Justice CAVANAGH's dissent, which Justice KELLY joined, concluded that the defendant could not have [\*\*\*8] the relief it sought, because even if the referendum were allowed and the ordinance defeated, the casino would remain as an allowed, prior nonconforming use of the land. Id. at 313-314. The majority rejected this conclusion, holding that HNI "a party can not [sic] obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal . . . that [it] can then argue it is impossible to return to the situation that existed when the appeal was filed." Id. at 307.

This case presents the reverse situation—defendant seeks to render the appeal moot not by making it impossible [\*\*897] for plaintiff to have the relief it seeks, but by giving plaintiff that relief. In Bd of Ed of Oak Park & River Forest High Sch Dist 200 v Ill State Bd of Ed, 79 F3d 654, 659 (CA 7, 1996), the Seventh Circuit of the United States Court of Appeals held that a party's "strategic choice [not to 'cut its losses' by settling] does not make [a] lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot." (Citations [\*163] omitted; emphasis in original.) Relative [\*\*\*9] to the issues presented in this case, we find the reasoning of the Seventh Circuit persuasive. Here, defendant has offered a settlement. We note that a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy.

Additionally, as plaintiff notes, even if it received the Wilson property, this would only satisfy the mandamus

claim. Plaintiff also sought a declaratory judgment that its "stated public purpose is a valid public purpose under the laws of the State of Michigan." Because defendant will not and cannot give plaintiff such a declaration, there is still a controversy that this Court may decide. Although the nature of the action by which defendant seeks to render this case moot differs from that in MGM Grand Detroit, that case did hold that a defendant may not unilaterally render a case moot "by . . . changing the status quo during the appeal." MGM Grand Detroit, 465 Mich at 307. Similarly, the fact that plaintiff has not accepted defendant's offer to settle the suit by conveying the property to plaintiff because it desires a favorable precedent does not render the case moot. Bd of Ed of Oak Park & River Forest High Sch Dist 200, 79 F3d at 659. [\*\*\*10] Accordingly, we hold that the issues presented in this case are not rendered moot by defendant's offer of settlement.

### III. PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m requires it to have a public purpose to purchase the Wilson property and that it sought the property to build a new home, which qualifies as economic development and therefore is a public purpose. Plaintiff further contends that defendant refused to convey the property because he did not believe that the public purpose could be accomplished [\*164] "efficiently" and "expeditiously." According to plaintiff, the statute only requires a public purpose and not these additional conditions. Conversely, defendant argues that the intent of MCL 211.78m will not be carried out unless properties are purchased by municipalities for a public purpose that can be efficiently and expeditiously carried out. Defendant points out that in other contexts, Michigan courts have interpreted "public purpose" to be more than just a speculative idea or a future possibility and that without a requirement of a detailed plan that can be expeditiously carried out, the "public purpose" [\*\*\*11] requirement is illusory. According to the trial court, plaintiff's "proposal [regarding the Wilson property] does not promote the prosperity and general welfare of the residents of Bay City" and was "too speculative to constitute a proper public purpose."

HN2 "A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion." Casco Twp v Secretary of State, 472 Mich. 566, 571; 701 N.W.2d 102 (2005). A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. Maldonado v Ford Motor Co., 476 Mich 372, 388; 719 NW2d 809 (2006). However, "whether defendant had a clear legal duty to perform and whether plaintiff [\*\*898] had a clear legal right to the performance of that duty . . . are questions of law, which this Court reviews de novo." Carter v Ann Arbor City

292 Mich. App. 156, \*164; 807 N.W.2d 892, \*\*898; 2011 Mich. App. LEXIS 609, \*\*\*11

*Attorney*, 271 Mich App 425, 438; 722 NW2d 243 (2006). Similarly, this Court reviews de novo the legal question of the interpretation of a statute. *People v Moore*, 470 Mich 56, 61; 679 NW2d 41 (2004); *Robertson v DaimlerChrysler Corp.*, 465 Mich 732, 739; 641 NW2d 567 (2002).

In *Tuggle v Dep't of State Police*, 269 Mich App 657, 668; 712 NW2d 750 (2006), this Court [\*\*\*12] held that **HN3** mandamus [\*165] is appropriate where (1) the plaintiff has a clear legal **right** to performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result. See also *Lickfeldt v Dep't of Corrections*, 247 Mich App 299, 302; 636 NW2d 272 (2001); *Delly v Bureau of State Lottery*, 183 Mich App 258, 260-261; 454 NW2d 141 (1990).

*MCL 211.78m(1)* provides, in relevant part:

**HN4** Not later than the **first** Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the **right of firstrefusal** to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its **right of firstrefusal**, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under [\*\*\*13] this section by payment to the foreclosing governmental unit of the minimum bid. . . .

At trial, defendant seemingly conceded that plaintiff stated a public purpose for purchasing the Wilson property. On appeal, however, he argues that plaintiff's public purpose was unclear. He claims that plaintiff sought to obtain the properties "in order to minimize a 'real and present danger' and to remove 'blighted conditions on the subject properties.'" But according to the complaint, plaintiff sought the property "to reduce the number of vacant tax reverted properties within Bay City's limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties." [\*166] And the resolution passed by plaintiff authorizing it to acquire the properties reads, in relevant part, as follows:

**Whereas**, the City of Bay City desires to acquire selected tax-reverted properties for the

purpose of stimulating private investment through the redevelopment of each property; and

**Whereas**, by improving and selling the various parcels, these economic development efforts will ensure a healthy and growing tax base . . . .

Thus, plaintiff demonstrated [\*\*\*14] a public purpose beyond minimizing dangers and abating blight. Cf. *Kelo v City of New London*, 545 U.S. 469, 484; 125 S. Ct. 2655; 162 L. Ed. 2d 439 (2005) (rejecting the argument that economic development does not qualify as a public use in an eminent domain case and stating that "[p]romoting economic development is a traditional and long-accepted function of government").

However, defendant argues that the statutory scheme requires that the identified public purpose be capable of being efficiently and expeditiously carried out. Plaintiff asserts that the trial court's conclusion that plaintiff's plan to construct [\*\*\*899] a new home on the Wilson property was too "speculative to constitute a proper public purpose" essentially incorporates the requirements that a public purpose must be executed efficiently and expeditiously. The terms "efficiently," "expeditiously," and "speculative" are not found in *MCL 211.78m(1)*. **HN5** The statute clearly and unambiguously provides that if the "state elects not to purchase the property under its **right of firstrefusal**, a city, village, or township may purchase" the property "for a public purpose." *MCL 211.78m(1)*. **HN6** If the language in a statute is clear and unambiguous, [\*\*\*15] this Court assumes that the Legislature intended its plain meaning, and the [\*167] statute must be enforced as written. *Roberts v Mecosta Co Gen Hosp.* 466 Mich 57, 63; 642 NW2d 663 (2002). This Court "may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself." *Id.* Similarly, this Court should not "judicially legislate by adding language to the statute." *Empire Iron Mining Partnership v Orhanen*, 455 Mich 410, 421; 565 NW2d 844 (1997). In *Advisory Opinion on Constitutionality of 1976 PA 295 & 1976 PA 297*, 401 Mich 686, 696; 259 NW2d 129 (1977), our Supreme Court stated that **HN7** "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature, and . . . the concept of public purpose has been construed quite broadly in Michigan." Accordingly, it is not for the courts to read into *MCL 211.78m(1)* restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and that essentially usurp the Legislature's authority to determine what constitutes a public purpose.

We note that while MCL 211.78m(1) does not contain any [\*\*\*16] language requiring the property to be purchased for a public purpose that can be carried out efficiently and expeditiously, such language is found in MCL 211.78(1):

The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property returned for delinquent taxes. Therefore, the powers granted in this act relating to the return of property for delinquent taxes constitute the performance by this state or a political subdivision of this state of essential public purposes and functions.

The reference to "efficient and expeditious return to productive use" in this legislative finding is not a constraint on the public purpose identified by a city, [\*168] village, or township purchasing tax-delinquent property under MCL 211.78m(1). Rather, it is a statement of the purposes of the tax-reversion statutory scheme. Due to the perception of the Legislature that the existing statutory provisions addressing reverted properties were inefficient, the Legislature revamped the General Property Tax Act in 1999 PA 123 in order to effectuate "the efficient [\*\*\*17] and expeditious return to productive use of property returned for delinquent taxes."<sup>1</sup> This is the [\*\*900] public purpose of the GPTA, not the public purpose of a city, village, or township purchasing tax-delinquent property.<sup>2</sup>

It is not the prerogative of this Court to "judicially legislate by adding language to [a] statute." *Orhanen*, 455 Mich at 421. In this case, the trial court essentially imposed a constraint on what constitutes a public purpose that is not found within the language of MCL 211.78m(1). Plaintiff's stated purpose was to improve and sell the property. Whether it could do so efficiently and expeditiously was relevant to plaintiff's ability to carry out its purpose, but was not relevant to [\*169] the question whether plaintiff was purchasing the property "for a public purpose" as required by MCL 211.78m(1).

We hold that the trial court erred in finding for defendant with respect to the Wilson property by adding conditions

on a "public purpose" that are not found within the clear and unambiguous language of MCL 211.78m(1). Given the evidence presented, including defendant's admission at trial that plaintiff had stated a public purpose, there was no basis for the trial court to find in favor of defendant regarding the Wilson property. Because the trial court added language to the statute to arrive at its conclusions, it abused its [\*\*\*19] discretion in denying mandamus relief to plaintiff.

#### IV. COUNTY TREASURER'S AUTHORITY TO MAKE AN INDEPENDENT ASSESSMENT OF PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m(1) gives no authority to defendant to question plaintiff's determination of public purpose. According to plaintiff, such a determination is traditionally considered a legislative function, and is thus properly left to plaintiff, as a legislative body. Plaintiff contends that unless the statute says otherwise, the power to review plaintiff's decision lies in the courts, the body that traditionally reviews actions for their consistency with the laws. Finally, plaintiff argues that the proper course of action would be for defendant to obey the statute's command that it sell the property to plaintiff. If it later becomes evident that plaintiff does not have a public purpose for the property, a party with standing could bring suit to challenge the purchase of the property.

Conversely, defendant argues that it does not usurp the function of the courts for an FGU to review a municipality's determination of public purpose. Defendant [\*170] contends that if the courts can review the FGU's determination, judicial review [\*\*\*20] is still possible. Additionally, defendant argues that he is in the best position to determine which properties to allow municipalities to purchase at the minimum bid and which properties to put to public auction to best manage and maintain the integrity of the delinquent tax revolving fund.

As noted above, MCL 211.78m(1) requires property purchased by a municipality under the statute to be purchased "for a public purpose." The statute does not, however, specify who makes the determination whether a purpose constitutes a public purpose, nor does it specify what body, if any, may review that determination.

<sup>1</sup> The legislative analysis prepared for 1999 PA 123 states that the then current "tax delinquent property reversion process takes about six years to complete." House Legislative Analysis, HB 4489, July 23, 1999, p 1. In order to address this delay in returning tax-delinquent property to tax-current status, while still honoring the *rights* of property owners, the legislation revamping the tax-reversion process was proposed. *Id.*, p 2. While the use of legislative analysis has been criticized as being unpersuasive in terms of statutory construction, such analyses do have probative value in certain circumstances, see, e.g., *Kinder Morgan Michigan, LLC v City of Jackson*, 277 Mich App 159, 170; 744 NW2d 184 (2007), and continue to be cited in cases involving statutory interpretation, see, e.g., *Bush v Shabahang*, 484 Mich 156, 174 n 29; 772 NW2d 272 (2009).

<sup>2</sup> In some ways, this is an example of the classic fallacy of equivocation. The term "public purpose" is being used in two [\*\*\*18] different, albeit related, ways in MCL 211.78(1) and MCL 211.78m(1).

[\*\*901] Although defendant claims that the statute empowers him to review plaintiff's determination of public purpose, he makes no argument in support of this assertion. His argument, instead, is that it will benefit the entire county if he is allowed to decide which properties are sold to municipalities and which go to auction. But this argument does not relate to the question of public purpose—instead, defendant's argument is that he should have general discretion to sell or not sell properties to municipalities on the basis of what most benefits the county.

Plaintiff argues that [\*\*\*21] its council is the proper body to determine whether there is a public purpose, because it consists of "the elected representatives of the people." Horton v Kalamazoo, 81 Mich App 78, 81; 264 NW2d 128 (1978), quoting Gregory Marina, Inc v Detroit, 378 Mich 364, 394; 144 NW2d 503 (1966). Defendant points out that he is also an elected representative, elected by a larger constituency than plaintiff's council.

[\*171] More to the point, however, is plaintiff's separation of powers argument. As noted previously in this opinion, our Supreme Court has stated that "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature." 1976 PA 295, 401 Mich at 696; accord Gregory Marina, Inc, 378 Mich at 394-395 (T. M. KAVANAGH, C.J.) (noting that determination of public purpose is a legislative, not a judicial, question); Advisory Opinion on Constitutionality of 1986 PA 281, 430 Mich 93, 129-130; 422 NW2d 186 (1988) (stating that Michigan has "recognized a liberal version of the public purpose doctrine"). HN8 The determination of public purpose is an essentially legislative function, see MCL 211.78, and plaintiff's council is a legislative body. The review [\*\*\*22] of an action of the Legislature for compliance with the law is an essentially judicial function. The language of the portion

of the statute at issue contemplates no discretionary or decision-making role for any executive body. Indeed, the FGU's role in a city's purchase of property is essentially administrative, as well as mandatory: "If property is purchased by a city, village, township, or county under this subsection, the [FGU] shall convey the property to the purchasing city, village, township, or county within 30 days." MCL 211.78m(1) (emphasis added). The statute's use of the word "shall" indicates a mandatory act, not a permissive one. People v Francisco, 474 Mich 82, 87; 711 NW2d 44 (2006).

In keeping with precedent, we hold that the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with plaintiff's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on defendant's part to sell the property to plaintiff, granting him no discretion to decide not to sell such property, the statute does not [\*172] empower a county treasurer such as defendant to make [\*\*\*23] an independent determination as to a municipality's professed "public purpose." Pursuant to MCL 211.78m, the selling of property is a mandatory act by defendant, not a discretionary one. For these reasons, the trial court erred to the extent it implicitly held that defendant had a *right* to review plaintiff's determination of public purpose, and it abused its discretion by denying plaintiff mandamus relief.

Reversed and remanded. No costs are awarded to either party, a public question being involved. MCR 7.216(A)(7) and MCR 7.219(A).

/s/ Stephen L. Borrello

/s/ Karen M. Fort-Hood

/s/ Cynthia Diane Stephens

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



*Charter Township of Ypsilanti*

**Assessor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 487-4927  
Fax: (734) 484-5159

Date: May 25, 2018

To: Ypsilanti Township Board

From: Brian McCleery,  
Assistant Assessor

Subject: Agenda Item to Authorize negotiations to sell Township owned property.

K-11-14-482-002 – 1687 Emerson Ave

I am requesting approval to enter into negotiations to sell the above parcel currently owned by Ypsilanti Township to Charly Marie Collins. This property is a vacant lot that Ypsilanti Township acquired in 2015 from the Washtenaw County Treasurer who foreclosed on the property for non-payment of taxes.

This parcel has been identified by our office as a property to sell. Once an agreement has been reached, I will come back to the Board for final approval.

Ms. Collins currently lives adjacent to this vacant lot at 1669 Emerson Ave and has helped mow and maintain the lot.

The property is described as lot 1210 & the N ½ of the vacated Coolidge Ave, Watsonia Park Sub, and has the overall dimension of 70' x 145'. If sold to Ms. Collins, the sales agreement would stipulate that the lot will be combined with her adjacent property and the new parcel would not become rental.

Attached you will find aerial photograph maps, record card and deed for the parcel.



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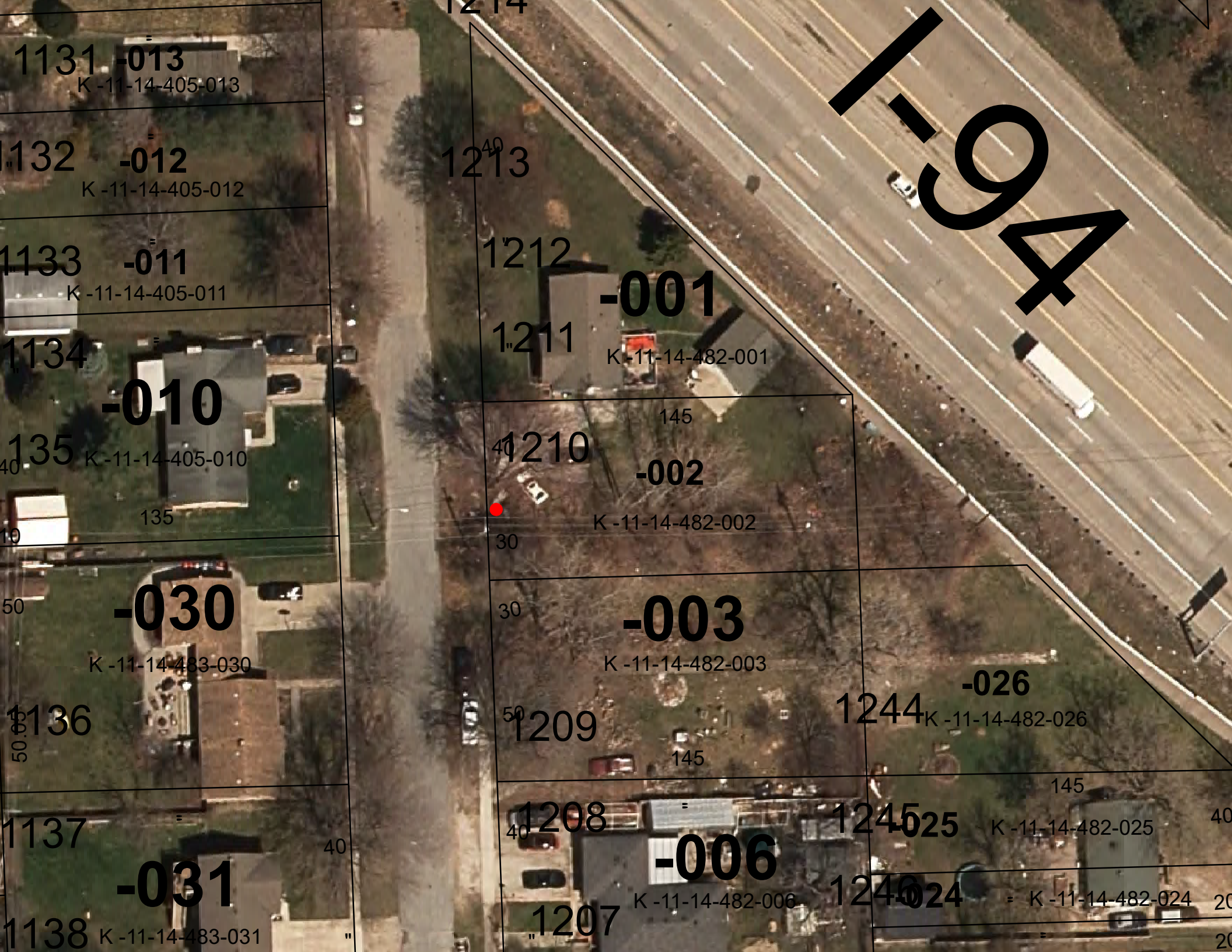
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Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
PORTER, MARILYN L.	KELINGOS, MICHAEL & CAROL	3,000	10/10/1995	WD	ARMS LENGTH	3296/0830	OTH	100.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: R5 SI	Building Permit(s)	Date	Number	Status
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1687 EMERSON AVE	School: VAN BUREN SCHOOL DISTRICT					
	P.R.E. 0%					

Owner's Name/Address	MAP #: R 585 427 00
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CHARTER TWP OF YPSILANTI	2019 Est TCV 0
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7200 S HURON RIVER DR	
YPSILANTI MI 48197	

Improved	X	Vacant	Land Value Estimates for Land Table 00412.SUGARBROOK & WW S OF 94
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Public Improvements	* Factors *
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Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
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FRONT FOOT	40.00	145.00	1.0000	1.0000	230	100		9,200	
40 Actual Front Feet, 0.13 Total Acres								Total Est. Land Value =	9,200

Tax Description	X	Value
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YP#104-890 LOT 1210 WATSONIA PARK SUB AND THE N 1/2 OF THE VACATED STREET LOCATED S OF SAID LOT	X	
Comments/Influences	X	

2017 TEMPORARY ADDRESS ASSIGNED.	X	
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\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan



QUITCLAIM DEED

Pursuant to section 78m of The General Property Tax Act, 1893 PA 206 as amended (MCL 211.78m), Grantor, Catherine McClary, Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County, whose address is 200 N. Main Street, Suite 200, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, quitclaims to the Grantee, Charter Township of Ypsilanti, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, the premises in the Charter Township of Ypsilanti, Washtenaw County, Michigan, described as:

YP#104-890 LOT 1210 WATSONIA PARK SUB AND THE N 1/2 OF THE VACATED STREET LOCATED S OF SAID LOT

commonly known as Emerson Ave., Ypsilanti, MI 48197; by operation of law for no monetary consideration as required by MCL 211.78m(6) of The General Property Tax Act, 1893 PA 206, as amended, subject to any liens, easements, building or use restrictions, governmental interests, or special assessments not extinguished pursuant to section 78k of The General Property Tax Act, 1893 PA 206, as amended (MCL 211.78k). As required by MCL 211.78m(12), all taxes due on the property as of Dec. 31, 2015 are canceled effective on Dec. 31, 2015. As required by MCL 211.78m(13), all liens for costs of demolition, safety repairs, debris removal, sewer or water charges due on the properties as of December 31, 2015 are canceled effective on December 31, 2015.

By accepting this Deed, the Grantee and its successors and assigns agree to be bound by and comply with the following covenants that shall run with the land conveyed by this Deed:

1. Not to sue the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, boards, commissions, officers, employees, or agents for any claim, whether legal or equitable, arising under, or in any manner related to this Deed. To release, waive, and discharge the Washtenaw County Treasurer, the County of Washtenaw, and all its departments, boards, commissions, officers, employees, and agents, and its successors and assigns from any and all liability to the Grantee and its successors and assigns, for all losses, injury, or damage to person or property, or death, and any claims or demands therefore arising under, or in any manner related to this Deed whether caused by the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, agencies, boards, commissions, officers, employees, or agents.

2. To indemnify and hold harmless the Washtenaw County Treasurer, the County of Washtenaw, and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments, and expenses, including attorney fees, for any and all loss, damage, death, or injury to person or property arising under, or in any manner related to the performance of, this Deed. This indemnification and hold harmless agreement is intended to and shall extend to all loss, damage, death, or injury to person or property, proximately caused in whole or in part by the negligence or other tortious conduct of the Washtenaw County Treasurer, the County of Washtenaw, its departments, boards, commissions, agencies, officers, employees, or agents.

The Grantor grants to the Grantee the right to make any authorized division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: 11/16/2015

GRANTOR  
*Catherine McClary*  
Catherine McClary  
Washtenaw County Treasurer and Foreclosing  
Governmental Unit for Washtenaw County

(STATE OF MICHIGAN ) (WASHTENAW COUNTY )

The foregoing instrument was acknowledged before me on 11-23, 2015 by Catherine McClary, the Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County.

*Susan E. Bos*

Notary Public, Washtenaw County

**Susan E. Bos, Notary Public**  
**State of Michigan**  
**County of Washtenaw**  
**My commission expires June 19, 2018**  
**Acting in the County Washtenaw**

Time Submitted for Recording  
Date 11-23, 2015 Time 2:10 PM  
Lawrence Kestenbaum  
Washtenaw County Clerk/Registrar

Because in this written instrument the grantor is an officer of a political subdivision of the State of Michigan acting in an official capacity, the instrument is exempt from the state real estate transfer tax pursuant to section 6(h) of the State Real Estate Transfer Tax Act, 1993 PA 330, as amended (MCL 207.526(h)), and exempt from the real estate transfer tax levied under 1966 PA 134, as amended (MCL 207.501 to 207.513), pursuant to section 5(h) of 1966 PA 134, as amended (MCL 207.505(h)).

When recorded, return to:  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

Send subsequent tax bills to:  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

Prepared by:  
Daniel A. Saltiel  
Washtenaw County Treasurer's  
Office  
200 N. Main St., Suite 200  
P.O. Box 8645  
Ann Arbor, MI 48107-8645  
Transfer fee:  
\$ 0.00

Tax Parcel Number  
K -11-14-482-002

Recording fee:  
\$10.00

*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  
Residential Services Division

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484.0073  
Fax: (734)544.3501

[www.ytown.org](http://www.ytown.org)

## MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees  
FROM: Wayne Dudley, Public Service Superintendent  
DATE: 06/13/2018  
RE: Recommend Approval of Estimate Proposal of Technical Environmental Services for Soil remediation during removal of Fuel System at Civic Center; not to exceed \$12,000.00\*\*

Please see attached report findings from Innovative Solutions after the Geoprobe assessment soil borings, mapping of locations tested, & estimate from Corrigan Oil for remediation received. If all goes as expected, the cost should be approx. \$10,530\*\*.

I request to forego the finance policy and approve this estimate not to exceed \$12,000.

Please note the following:

- 1. Note that there is an open hole in the rear parking area waiting for finalizing of the remediation.**
- Note that Technical Environmental Services was one of the approved contractors for the install of the fuel management system; with the TBD for remediation in the contract.
- Note that Technical Environmental Services has already been on site, knows the job layout, and has been working with the existing testing company and process up to this point.
- Although I believe the testing has been thorough, **and** Innovative's post remedial removal testing is included in the original contract (previously approved for \$11,950); they have informed me that there is a slight possibility of more testing not included may be needed if onsite remedial finding warrant it. Hence the "not to exceed".
- \*\*Note that these are estimates and may be more or less depending on the "onsite" tests results.

On a positive note, Innovative has stated that one thing that has keep this remediation to a minimum is that the clay soil has contained the fuel leakage to a very small area. If this was a sandy area, the removal could have been in the 10's of \$10,000's.

I believe it would also require a budget amendment using account # 101.265.000.931.020  
I will be avail for any questions.

Respectfully,  
Wayne Dudley  
Public Service Superintendent  
734-544-3514



# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

June 5, 2018

Mr. Wayne Dudley  
Public Service Superintendent  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48195

**RE: AST SYSTEM PIPING RELEASE GEOPROBE DELINEATION SUMMARY REPORT  
INCLUDING RECOMMENDATION FOR REMEDIAL CLEANUP OF IMPACTED SOILS  
OF AST SYSTEM PIPING RELEASE AT DISPENSER AREA  
CHARTER TOWNSHIP OF YPSILANTI PROPERTY  
7200 SOUTH HURON RIVER DRIVE, YPSILANTI, MICHIGAN  
INNOVATIVE PROJECT NUMBER – 20181025**

Dear Mr. Dudley:

Innovative Environmental Solutions, Inc. (Innovative) was retained to provide professional environmental services for the gasoline and diesel fuel above ground storage tank (AST) system that had been taken out of service and unused since 2008, at the Charter Township of Ypsilanti property located at 7200 South Huron River Drive in Ypsilanti Township, Michigan. Innovative completed AST system piping removal assessment activities on May 8, 2018 and contamination was discovered in the shallow soils near the removed fuel dispenser area. On May 17, 2018, a series of Geoprobe assessment soil borings were completed in and around the AST system fuel dispenser area to attempt to delineate the horizontal and vertical extent of the contamination.

**Listed below is a summary of the Geoprobe delineation SB assessment activities and the associated findings:**

- Geoprobe soil boring one (SB-1) was drilled near the removed AST system dispenser location and the subsurface soils consist of about 4 feet of a fine to medium grained sand (a portion of which appears to be fill sand) found to be overlying an extensive clay formation that extends from 4 feet below the ground surface (bgs) to a depth of at least 12 feet bgs – note contamination was observed to be present between the ground surface and 4 feet bgs and that vertical delineation of the contamination appears to be achieved at a depth of about 5 feet bgs;
- Geoprobe soil borings SB-2 thru SB-11 were drilled about 15 feet outward from the removed AST system dispenser location and after penetrating through 4 inches of asphalt pavement and about 8 inches of a limestone pavement base, an extensive clay formation was encountered from about 1 foot bgs to a depth of at least 12 feet bgs with no field evidence of any soil staining, soil odors or PID unit readings and there was no subsurface water present at any of the horizontal delineation soil boring locations;
- Geoprobe soil boring SB-12 was drilled along the west and east sides of the northern portion of the removed AST system piping run and after penetrating through 4 inches of asphalt pavement and about 8 inches of a limestone pavement base, about 4 feet of a fine to medium grained sand (a portion of which appears to be fill sand) found to be overlying an extensive clay formation that extends from 4 feet below the ground surface (bgs) to a depth of at least 8 feet bgs and the fill soils were found to be wet with no field evidence of any soil staining, soil odors or PID unit readings at this horizontal delineation piping run soil boring location;
- Geoprobe soil borings SB-13 thru SB-16 were drilled along the west and east sides of the northern portion of the removed AST system piping run and after penetrating through 4 inches of asphalt pavement and about 8 inches of a limestone pavement base, an extensive clay formation was encountered from about 1 foot bgs to a depth of at least 8 feet bgs with no field evidence of any soil staining, soil odors or PID unit readings and there was no subsurface water present at any of the horizontal delineation piping run soil boring locations; and

Mr. Wayne Dudley, Public Service Superintendent  
AST System Piping Release Geoprobe Delineation Summary Report  
Including Recommendation for Remedial Cleanup of Impacted Soils  
Of AST System Piping Release at Dispenser Area  
Charter Township of Ypsilanti Property  
7200 South Huron River Drive, Ypsilanti, Michigan  
Innovative Project Number – 20181025

**Listed below is a summary of the Geoprobe delineation SB assessment activities and the associated findings:**

- Based on the Geoprobe delineation soil boring field screening evaluation findings, the horizontal and vertical extent of the gasoline and diesel fuel contamination has been defined and an area of approximately 25 feet by 25 feet by 5 feet deep (an estimated 115 tons of in-place contaminated soils that will be more like 140 tons when excavated and loaded onto trucks prior to be manifested and transported offsite to a licensed landfill).  
\* A color CAD map version of the field map and the SB-1 through SB-16 Soil Boring Logs are attached for your review.

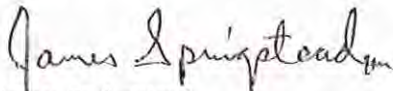
**Follow-up Actions Required by MI Part 201 of NREPA Related to Remedial Excavation & Landfill Disposal:**

- It appears, based on the field screening findings, that remedial dewatering of the trapped water (an estimated 500 gallons with no sheen and only a slight odor ) in the currently open AST system piping removal excavation and remedial excavation of an estimated 140 tons of the gasoline and diesel fuel impacted soils will need to be completed to remove the source area and other contaminated soils to a point where closure of the release might be able to be achieved without further actions being needed; and
- Following the completion of the remedial excavation activities, a series of post remedial excavation closure samples will need to be collected and analyzed and the results evaluated to determine if the release can be taken directly to a Part 201 closure status without the need for further actions.

Please contact our office at 517-548-7613 if you have any questions regarding this AST system piping release matter.

Respectfully Submitted,

INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

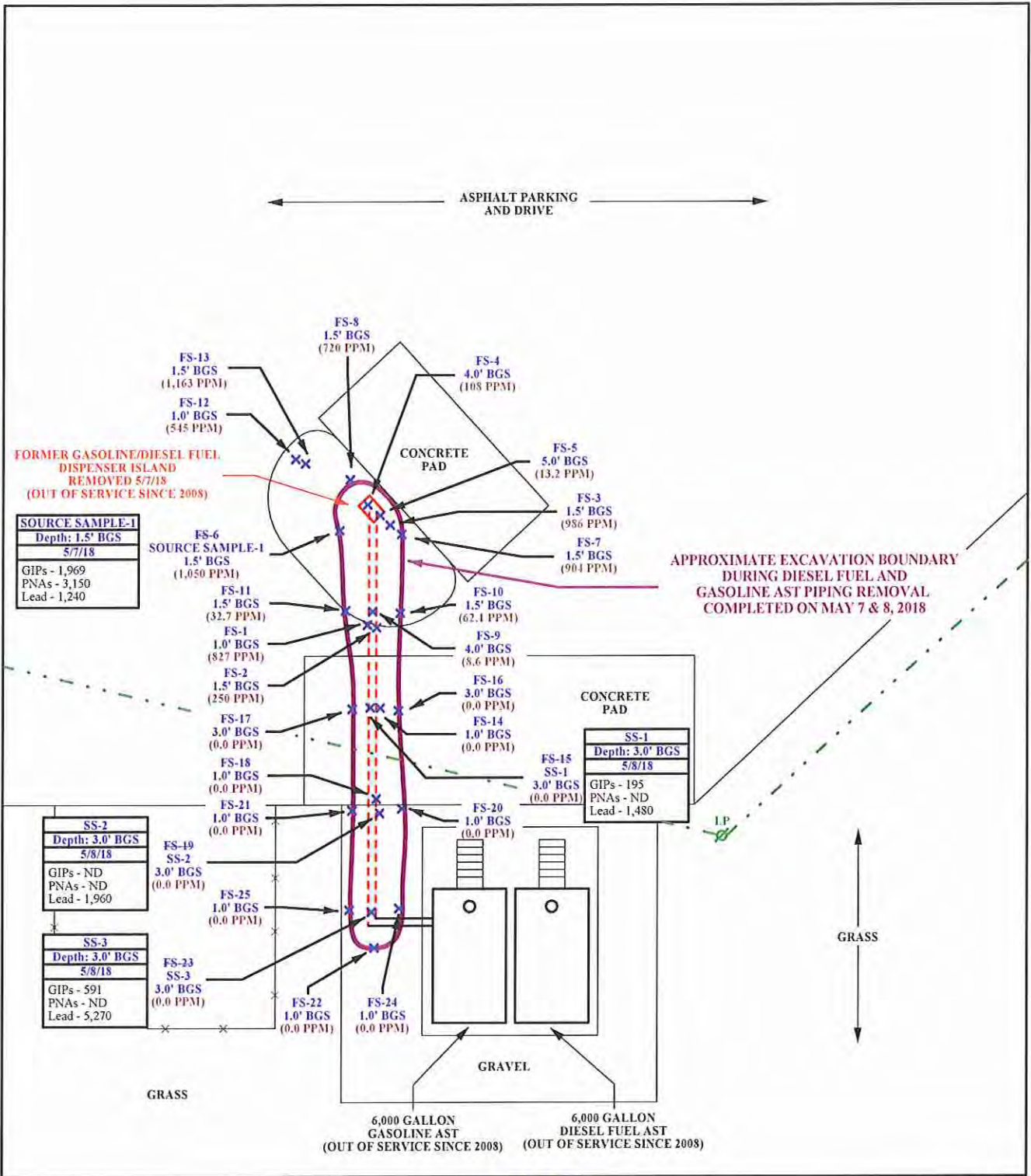


James Springstead  
Senior Project Scientist



Jerome Meyer  
Senior Project Scientist

JS/JM:jm

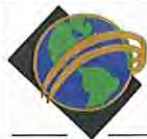


**LEGEND**

<b>SS-3</b>
Depth: 3.0' BGS
5/8/18
GIPs - 591
PNAs - ND
Lead - 5,270

**FS-23 SS-3 3.0' BGS (0.0 PPM)** - SITE ASSESSMENT SOIL SAMPLING LOCATION WITH SOIL ANALYTICAL RESULTS EXPRESSED IN PARTS PER BILLION (PPB)

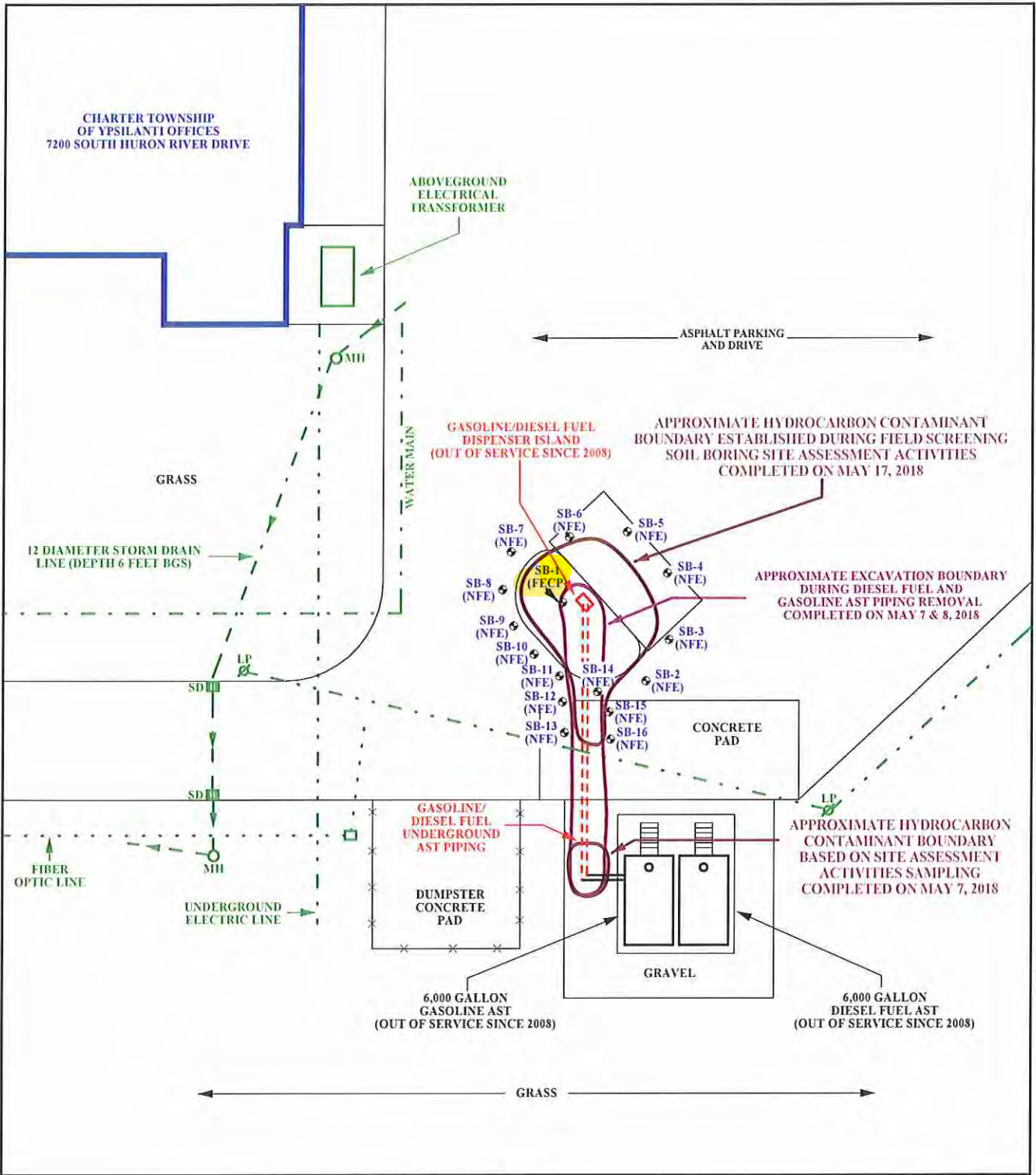
**FS-1 1.0' BGS (827 PPM)** - AST SYSTEM PIPING REMOVAL FIELD SCREENING SOIL SAMPLING LOCATION WITH PID UNIT EVALUATION READINGS REPORTED IN PARTS PER MILLION (PPM)



**INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.**

**AST SYSTEM PIPING REMOVAL SITE ASSESSMENT SOIL SAMPLE LOCATIONS WITH PID UNIT READINGS AND ANALYTICAL RESULTS**  
 CHARTER TOWNSHIP OF YPSILANTI  
 7200 SOUTH HURON DRIVE  
 YPSILANTI TOWNSHIP, MICHIGAN

PROJECT: 20181025	DATE: 5/17/18	PLATE: 4	SCALE: 1" = 20'
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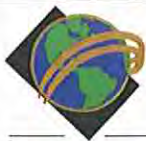
**LEGEND**

- SB-1 (FECP) - FIELD SCREENING SOIL BORING LOCATION  
FECP - REPRESENTS (FIELD EVIDENCE OF CONTAMINATION PRESENT)
- SB-2 (NFE) - FIELD SCREENING SOIL BORING LOCATION  
NFE - REPRESENTS (NO FIELD EVIDENCE CONTAMINATION PRESENT)
- UP/LP - UTILITY POLE/LIGHT POLE

AST - ABOVEGROUND STORAGE TANK

MH - STORM DRAIN

SD - STORM DRAIN



**INNOVATIVE**  
ENVIRONMENTAL SOLUTIONS, INC.

**GEOPROBE FIELD SCREENING  
SOIL BORING LOCATIONS**

CHARTER TOWNSHIP OF YPSILANTI  
7200 SOUTH HURON DRIVE  
YPSILANTI TOWNSHIP, MICHIGAN

PROJECT: 20181025	DATE: 5/17/18	PLATE: 5	SCALE: 1" = 30'
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# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING ONE/SB-1	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 70 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
1	1		-	375	Brown, wet, fine to medium SAND			NOTE: SUBSURFACE WATER ENCOUNTERED FROM SURFACE TO 4 FEET BGS
2	2		-	125	Black, wet, fine to medium SAND			
3	4		-	1.6	Brown, moist CLAY with some silt			NO SUBSURFACE WATER ENCOUNTERED 4 TO 12 FEET BGS 
4	6		-	0.0	Brown, moist CLAY with some silt			
5	8		-	0.0	Brown, moist CLAY with some silt			
6	10		-	0.0	Brown, moist CLAY with some silt			
	12				END OF BORING	12		





# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING TWO/SB-2	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 70 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	1		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS 
2	2		-	0.0	Brown, moist CLAY with some silt	2		
3	3		-	0.0	Brown, moist CLAY with some silt	3		
4	4		-	0.0	Brown, moist CLAY with some silt	4		
5	5		-	0.0	Brown, moist CLAY with some silt	5		
6	6		-	0.0	Brown, moist CLAY with some silt	6		
	12				END OF BORING	12		



# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING THREE/SB-3	DEPTH OF BORING ▶	12 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 70 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0	▽	NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	3		-	0.0	Brown, moist CLAY with some silt	6		
4	4		-	0.0	Brown, moist CLAY with some silt	8		
5	5		-	0.0	Brown, moist CLAY with some silt	10		
6	6		-	0.0	Brown, moist CLAY with some silt	12		
					END OF BORING			



# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING FOUR/SB-4	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 70 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0	▽	NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS
					ASPHALT			
1			-	0.0	Gray, moist LIMESTONE GRAVEL			
	2				Brown, moist CLAY with some silt	2		
2			-	0.0	Brown, moist CLAY with some silt			
	4				Brown, moist CLAY with some silt	4		
3			-	0.0	Brown, moist CLAY with some silt			
	6				Brown, moist CLAY with some silt	6		
4			-	0.0	Brown, moist CLAY with some silt			
	8				Brown, moist CLAY with some silt	8		
5			-	0.0	Brown, moist CLAY with some silt			
	10				Brown, moist CLAY with some silt	10		
6			-	0.0	Brown, moist CLAY with some silt			
	12				END OF BORING	12		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/ SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ <b>SOIL BORING FIVE/SB-5</b>	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 70 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1			-	0.0	Brown, moist CLAY with some silt			
2			-	0.0	Brown, moist CLAY with some silt			
3			-	0.0	Brown, moist CLAY with some silt			
4			-	0.0	Brown, moist CLAY with some silt			
5			-	0.0	Brown, moist CLAY with some silt			
6			-	0.0	Brown, moist CLAY with some silt			
	12				END OF BORING	12		



# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING SIX/SB-6	DEPTH OF BORING ▶	12 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 78 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS 
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	4		-	0.0	Brown, moist CLAY with some silt	6		
4	6		-	0.0	Brown, moist CLAY with some silt	8		
5	8		-	0.0	Brown, moist CLAY with some silt	10		
6	10		-	0.0	Brown, moist CLAY with some silt	12		
	12				END OF BORING	12		



# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING SEVEN/SB-7	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 78 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS  ↓
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	3		-	0.0	Brown, moist CLAY with some silt	6		
4	4		-	0.0	Brown, moist CLAY with some silt	8		
5	5		-	0.0	Brown, moist CLAY with some silt	10		
6	6		-	0.0	Brown, moist CLAY with some silt	12		
	12				END OF BORING	12		



# INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING EIGHT/SB-8	DEPTH OF BORING ▶	12 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 78 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0	▽	NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	3		-	0.0	Brown, moist CLAY with some silt	6		
4	4		-	0.0	Brown, moist CLAY with some silt	8		
5	5		-	0.0	Brown, moist CLAY with some silt	10		
6	6		-	0.0	Brown, moist CLAY with some silt	12		
	12				END OF BORING	12		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING NINE/SB-9	DEPTH OF BORING ▶	12 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 78 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	4		-	0.0	Brown, moist CLAY with some silt	6		
4	6		-	0.0	Brown, moist CLAY with some silt	8		
5	8		-	0.0	Brown, moist CLAY with some silt	10		
6	10		-	0.0	Brown, moist CLAY with some silt	12		
	12				END OF BORING			





# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING TEN/SB-10	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 78 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS  
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	3		-	0.0	Brown, moist CLAY with some silt	6		
4	4		-	0.0	Brown, moist CLAY with some silt	8		
5	5		-	0.0	Brown, moist CLAY with some silt	10		
6	6		-	0.0	Brown, moist CLAY with some silt	12		
	12				END OF BORING			



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING ELEVEN/SB-11	DEPTH OF BORING ▶ 12 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 78 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		NO SUBSURFACE WATER ENCOUNTERED 0 TO 12 FEET BGS
					ASPHALT			
					Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt	2		
2	2		-	0.0	Brown, moist CLAY with some silt	4		
3	3		-	0.0	Brown, moist CLAY with some silt	6		
4	4		-	0.0	Brown, moist CLAY with some silt	8		
5	5		-	0.0	Brown, moist CLAY with some silt	10		
6	6		-	0.0	Brown, moist CLAY with some silt	12		
	12				END OF BORING	12		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING TWELVE/SB-12	DEPTH OF BORING ▶	8 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 80 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
	0				CONCRETE			
1	1		-	0.0	Brown, moist GRAVEL			NO SUBSURFACE WATER ENCOUNTERED 0 TO 1 FEET BGS ↓
	2				Brown, wet, fine to medium SAND	2		
2	2		-	0.0	Brown, wet, fine to medium SAND			
	4				Brown, moist CLAY with some silt	4		NO SUBSURFACE WATER ENCOUNTERED 4 TO 8 FEET BGS ↓
3	4		-	0.0	Brown, moist CLAY with some silt			
	6				Brown, moist CLAY with some silt	6		
4	6		-	0.0	Brown, moist CLAY with some silt			
	8				END OF BORING	8		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING THIRTEEN/SB-13	DEPTH OF BORING ▶	8 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 80 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
	0				CONCRETE			
1	1		-	0.0	Brown, wet GRAVEL			NO SUBSURFACE WATER ENCOUNTERED 0 TO 1 FEET BGS
	2				Brown, moist CLAY with some silt	2		NO SUBSURFACE WATER ENCOUNTERED 1 TO 8 FEET BGS
2	2		-	0.0	Brown, moist CLAY with some silt			
	4				Brown, moist CLAY with some silt	4		
3	4		-	0.0	Brown, moist CLAY with some silt			
	6				Brown, moist CLAY with some silt	6		
4	6		-	0.0	Brown, moist CLAY with some silt			
	8				END OF BORING	8		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING FOURTEEN/SB-14	DEPTH OF BORING ▶	8 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 80 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
	0				CONCRETE			
	0				Gray, moist LIMESTONE GRAVEL			
1	1		-	0.0	Brown, moist CLAY with some silt			NO SUBSURFACE WATER ENCOUNTERED 0 TO 8 FEET BGS 
2	2		-	0.0	Brown, moist CLAY with some silt			
3	4		-	0.0	Brown, moist CLAY with some silt			
4	6		-	0.0	Brown, moist CLAY with some silt			
	8				END OF BORING	8		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶ CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶ 20181025	DATE ▶ 5/17/18
PROJECT LOCATION ▶ 7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶ YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶ B. OLES/D. HERMANN
BORING NUMBER ▶ SOIL BORING FIFTEEN/SB-15	DEPTH OF BORING ▶ 8 FEET	PAGE ▶ 1 OF 1
DRILLING METHOD ▶ GEOPROBE	SAMPLING METHOD ▶ CONTINUOUS	WEATHER ▶ SUNNY, 80 F
BACKFILL MATERIAL ▶ BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶ NA	

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0	▽	
	0				CONCRETE			
	0				Gray, wet LIMESTONE GRAVEL			NO SUBSURFACE WATER ENCOUNTERED 0 TO 1 FEET BGS
1	1		-	0.0	Brown, moist CLAY with some silt			↓
2	2		-	0.0	Brown, moist CLAY with some silt			NO SUBSURFACE WATER ENCOUNTERED 1 TO 8 FEET BGS
2	3		-	0.0	Brown, moist CLAY with some silt			
3	4		-	0.0	Brown, moist CLAY with some silt			
3	5		-	0.0	Brown, moist CLAY with some silt			
4	6		-	0.0	Brown, moist CLAY with some silt			
4	7		-	0.0	Brown, moist CLAY with some silt			
	8				END OF BORING	8		



# INNOVATIVE

ENVIRONMENTAL SOLUTIONS, INC.

# BORING LOG

PROJECT NAME ▶	CHARTER TOWNSHIP OF YPSILANTI	PROJECT NUMBER ▶	20181025	DATE ▶	5/17/18
PROJECT LOCATION ▶	7200 SOUTH HURON RIVER DRIVE	CITY, STATE ▶	YPSILANTI TOWNSHIP, MI	GEOLOGIST/SCIENTIST ▶	B. OLES/D. HERMANN
BORING NUMBER ▶	SOIL BORING SIXTEEN/SB-16	DEPTH OF BORING ▶	8 FEET	PAGE ▶	1 OF 1
DRILLING METHOD ▶	GEOPROBE	SAMPLING METHOD ▶	CONTINUOUS	WEATHER ▶	SUNNY, 80 F
BACKFILL MATERIAL ▶	BENTONITE	TEMPORARY MONITORING WELL GROUNDWATER SAMPLING DEPTH(S) ▶	NA		

SAMPLE NUMBER	DEPTH (IN FEET)	SAMPLE RECOVERY	PENETRATION RESISTANCE	PID READING (IN PPM)	LITHOLOGY/REMARKS	DEPTH (IN FEET)	APPARENT WATER LEVEL	REMARKS
	0				GROUND SURFACE	0		
	0				CONCRETE			
1	0		-	0.0	Gray, wet LIMESTONE GRAVEL			NO SUBSURFACE WATER ENCOUNTERED 0 TO 1 FEET BGS
	2				Brown, moist CLAY with some silt	2		NO SUBSURFACE WATER ENCOUNTERED 1 TO 8 FEET BGS
2	2		-	0.0	Brown, moist CLAY with some silt			
	4				Brown, moist CLAY with some silt	4		
3	4		-	0.0	Brown, moist CLAY with some silt			
	6				Brown, moist CLAY with some silt	6		
4	6		-	0.0	Brown, moist CLAY with some silt			
	8				END OF BORING	8		

## MASTER SERVICES AGREEMENT

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

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

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

TECHNICAL ENVIRONMENTAL SERVICES, INC.



right of entry. If, as a requirement of performing the Services, Technical Environmental Services, Inc. or its subcontractors damage or alter property owned by a third party, Client agrees to pay the cost of restoring the property to its condition prior to the performance of the Services. By execution of this Agreement, Client acknowledges that it is now and shall remain in control of the project site at all times.

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

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

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

10. Limitation of Liability. Technical Environmental Services, Inc. shall not be responsible for any special, incidental, indirect or consequential damages for any out of this Agreement, the Services contemplated under this agreement, or any Proposal pursuant to this Agreement, including loss incurred by Client as a result of Technical Environmental Services, Inc.'s nonperformance of the Services. Any claim of any nature whatsoever shall be deemed waived unless made by Client in writing and received by Technical Environmental Services, Inc. within one year after completion of the Services with respect to which the claim is made.

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

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

13. Utilities and Subterranean Structures. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, drinking wells, junk fill, rock, rock-like strata, old foundations, frost, water pipes, drains, and sewer lines within the property lines of the project site and which are not identified by "Miss Dig" Utility Marking Services. If such conditions are encountered during performance of the Services, Client agrees to bear the cost of additional excavation, disposal, and appropriate fill material on a time and materials basis. Client agrees to waive any claim against Technical Environmental Services, Inc. and to defend, indemnify and hold Technical Environmental Services, Inc. harmless from any and all claims, damages, losses, liabilities and expenses, including actual attorneys fees, arising out of or resulting from any damage to utilities or subterranean structures caused by Technical Environmental Services, Inc. or its subcontractors that were not correctly identified by "Miss Dig" and/or Client within the property lines of the project site.

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

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

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

17. Site Assessment and Closure Sampling. Client acknowledges that Site Assessment and Closure Sampling cost estimates assume that there has been no "release" at the project site and that if a "release" is encountered or if there are indicia that the project site is a

TECHNICAL ENVIRONMENTAL SERVICES, INC.

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

18. Environmental Consultant. If there has been a "release" or if there are indicia that the project site is a "facility", as those terms are defined in parts 201, 211, and 213 of NREPA, the Client may retain a consulting firm qualified pursuant to MCL 324.215-42; otherwise, the Client agrees to bear the cost plus 15% of the Services of such an environmental consultant retained as a subcontractor of Technical Environmental Services, Inc.

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

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

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

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

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

24. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their respective heirs, legal representatives, successors and assigns. The Parties agree that this Agreement was mutually drafted and that no presumption relating to authorship shall be drawn when construing this Agreement. The captions in this Agreement are for reference purposes and are of no substantive force whatsoever. The laws of the State of Michigan shall govern the validity, performance and enforcement of the Agreement. With the exception of the documents expressly incorporated by reference herein, this Agreement contains the entire Agreement between the Parties and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral between Parties. No subsequent agreements, contracts, promises or representations shall be binding or effective between the Parties, unless set forth in writing and signed by the Parties. A forbearance or failure or delay by either of the Parties to exercise ant right, power or remedy provided in this Agreement shall not be deemed to be a waiver of such rights, power or remedy.

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

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

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

Technical Environmental Services, Inc.

By: Jacques Pignard  
Its: \_\_\_\_\_  
Date: 6/13/2018

\_\_\_\_\_  
Client  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Technical Environmental Services, Inc.

## Technical Environmental Services

### Soil and Groundwater Cleanup Specialists

775 North Second Street  
Brighton, Michigan 48116  
Main 810.229.6323 Fax 810.229.4970

June 13, 2018

Charter Township of Ypsilanti  
ATTN: Wayne Dudley  
Public Service Superintendent  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Re: Contaminated Soil Remediation, 7200 South Huron River Drive, Ypsilanti, MI

Dear Wayne,

Corrigan appreciates the opportunity to service you. The below listed scope of work is based on the recommendation from Innovative Environmental Solutions, Inc.

#### **Scope of Work**

1. Removal, disposal, and sand backfill for approximately 140 tons of contaminated soil. The unit price for this work will be \$64.67 / Ton.
2. Removal and disposal of approximately 500 gallons of trapped water in the excavation. The unit pricing for this will be \$130.00/hour for Vac Truck (approximately 8-10 hours portal to portal) and \$.35/gallon for the disposal of the water.

#### **TERMS OF SERVICE**

\*Above quantities are approximate and may vary upon field findings.

Lead time: 2 weeks

Payment terms: Net 15

Ref: E18108

Pricing is subject to review in 30 days.

Orders may be placed via email through [orders@corriganoil.com](mailto:orders@corriganoil.com) or by phone at (800) FAST OIL. We thank you for the opportunity and look forward to further discussion.

Eric Evans  
(734) 216-0838  
[eevans@corriganoil.com](mailto:eevans@corriganoil.com)

Customer acceptance signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Submission of PO will be considered acceptance of terms above in lieu of customer signature.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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 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	HNI Risk Services of Michigan 140 Monroe Center NW Suite 200 Grand Rapids MI 49503	CONTACT NAME:	
		PHONE (A/C, No, Ext): 616-264-3000	FAX (A/C, No): 616-264-3050
		E-MAIL ADDRESS: micerts@hni.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Technical Environmental Services Inc.  775 N. Second St  Brighton MI 48116-1262	INSURER A: Century Surety Company	36951
		INSURER B: Old Republic Insurance Company	24147
		INSURER C: Lexington Insurance Company	19437
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

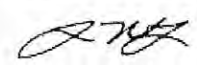
INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	USA4169472	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS \$1,000 Ded/Comprehensive <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS \$1,000 Ded/Collision	Y	MWTB308670	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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		007020653	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	MWC31148800 MWC31145500	02/01/2018 02/01/2018	02/01/2019 02/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Claims-Made Professional Prof/Pollution Liability		USA4169472	05/01/2018	05/01/2019	Each Occ/Each Claim 1,000,000 Aggregate 2,000,000

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

The Charter Township of Ypsilanti, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, are included as additional insureds as respects the General Liability and Automobile Liability as required by written contract or agreement subject to the terms,

## CERTIFICATE HOLDER

## CANCELLATION

Charter Township of Ypsilanti  7200 S. Huron River Dr  Ypsilanti MI 48197	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  
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**HOLDER NAME:** Charter Township of Ypsilanti

**PAGE 2**

**INSURED'S NAME:** Technical Environmental Services Inc.

**DATE:** 6/13/2018

conditions, and exclusions of the policies. Coverage for General Liability and Automobile Liability shall be considered to be primary, and any other insurance maintained by the additional insureds shall be considered to be excess and noncontributing with this insurance as required by written contract or agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/14/2018

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 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 <b>Eric Moore</b> <b>Moore Insurance Services, Inc.</b> 67 N. Howell P.O. Box 207 Hillsdale MI 49242	CONTACT NAME: <b>Cyndi Armstrong</b> PHONE (A/C, No. Ext): <b>(517) 439-9345</b>	FAX (A/C, No): <b>(517) 439-5536</b>
	E-MAIL ADDRESS: <b>info@mooreinsuranceservices.com</b>	
INSURED		INSURER(S) AFFORDING COVERAGE
<b>Innovative Environmental Solutions, Inc.</b> 510 Brighton Rd Howell MI 48843	INSURER A: <b>CNA</b>	NAIC #
	INSURER B: <b>Home-Owners Insurance Company</b>	<b>26638</b>
	INSURER C: <b>Accident Fund Insurance Company</b>	<b>10166</b>
	INSURER D: <b>Tokio Marine HCC</b>	<b>42374</b>
	INSURER E:	
INSURER F:		

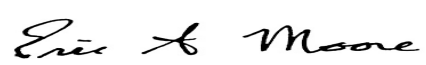
COVERAGES CERTIFICATE NUMBER: **CL1791801813** REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		2072089524	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> RR Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		4470003302	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						Underinsured motorist \$
<input type="checkbox"/> NON-OWNED AUTOS							
A	UMBRELLA LIAB	X		2066377077	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WCV0381037	09/30/2017	09/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional Liability			USS 17 28037	09/30/2017	09/30/2018	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	w/ Pollution Incident						Per Claim 1,000,000
							Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: [SPF-NOSPF] 05-16-18 - To Wayne D - Proposal for Enviro Assessment and Closure Assessment Activities - 7200 S Huron River Drive - Ypsilanti, MI.

The Charter Township of Ypsilanti, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, are included as additional insureds as respects to General Liability and Automobile Liability as required by written contract or agreement subject to the terms.

<b>CERTIFICATE HOLDER</b>  Charter Township of Ypsilanti Wayne Dudley 7200 S Huron River Drive Ypsilanti, MI 48197	<b>CANCELLATION</b>  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  Eric Moore/CYNDI 

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



**Human Resource  
Department**

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

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**To:** Charter Township of Ypsilanti Board of Trustees

**From:** Karen Wallin, HR Department

**Date:** June 7, 2018

**RE: Request approval to extend the AFSCME bargaining unit contracts (Township and 14-B)**

The following request is being sent to the Board of Trustees seeking approval to allow the three full-time officials and Human Resource Department to sign “Letter of Agreements” with the AFSCME Bargaining Units (Township and 14-B) extending their contract from March 31, 2018 through August 31, 2018.

While we have begun negotiations with the Township AFSCME unit, we are requesting approval for future extension should they be needed. The Management Bargaining Team will keep the Board updated of the progress as we negotiate.

I appreciate your consideration in this matter.

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



**Recreation Department/  
Community Center**


2025 East Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 544-3807  
Fax: (734) 544-3888  
50 & Beyond: (734) 544-3838  
[www.ytown.org](http://www.ytown.org)

*Charter Township of Ypsilanti*

## Memorandum

**TO:** Ypsilanti Township Board of Trustees

**CC:** Javonna Neel

**FROM:** Angie Verges, Recreation Services Manager 

**DATE:** June 8, 2018

**RE:** Board Agenda Item: Contract Renewal with Washtenaw Community College

The Recreation Department has collaborated with Washtenaw Community College (WCC) the past two years, beginning fall 2016, to offer ESL and GED classes at the Ypsilanti Township Community Center. We would like to continue this partnership. Attached is the contract from WCC to continue offering classes at our facility for the 2018-2019 school year.

The only change to the contract is the request to use room 301 (two evenings per week) in addition to use of room 103 (daily). This does not result in an increase in room usage, just a different room than was used last year.

Please place this item on the June 19, 2018 Township Board meeting agenda for review/approval. I will be available at the board meeting to answer any questions.



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

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

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

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

### The College agrees:

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

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

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

The Center agrees:

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

General Provisions:

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

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

\_\_\_\_\_  
William L. Johnson  
WCC Vice President & Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Township Supervisor/Designee  
Charter Township of Ypsilanti

\_\_\_\_\_  
Date



Office (734) 544-4225  
Fire Chief (734) 544-4110  
Fire Marshal (734) 544-4107  
Fax (734) 544-4195

**FIRE DEPARTMENT**  
**222 SOUTH FORD BOULEVARD**  
**YPSILANTI, MICHIGAN 48198-6067**

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June 8, 2018

Charter Township of Ypsilanti  
Supervisor Brenda Stumbo and Trustee Board  
7200 S. Huron River Drive

Dear Supervisor and Trustee Board,

In service to the Township, I am requesting for the June 19, 2018 Township Board regular meeting to present the following item(s) for consideration:

- 1) Approval of the revised Automatic Aid agreement with Superior Township and the City of Ypsilanti. This agreement incorporates the addition of the new grant funded ladder truck in Superior Township that will automatically respond to the entirety of Ypsilanti Township.

To correspond Ypsilanti Township Fire will automatically respond to the entirety of Superior Township. There is no change to report in response between the City of Ypsilanti and Ypsilanti Township.

Attached are the following for your consideration: #1) copy of the revised Automatic Aid agreement with signature lines.

Thank You,

Eric Copeland  
Fire Chief

ERC;

# Automatic Mutual Aid Agreement

**THIS AGREEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Ypsilanti (hereinafter “City”), Charter Township of Ypsilanti (hereinafter “Township”) and Superior Charter Township (hereinafter “Superior”).

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

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

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

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

**1. Purpose**

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

**2. Fire Assistance**

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

### 3. Policy

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

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

**Superior** will respond to entire Ypsilanti Township.

**Superior** will respond to entire City of Ypsilanti.

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

**Township** will respond to entire Superior.

**Township** will respond to the entire City of Ypsilanti.

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

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

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

### 4. Definitions

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

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

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

### 5. Equipment and Personnel Expenses

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

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

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

## 6. **Liability and Indemnification**

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





IN WITNESS WHEREOF, the parties have caused Agreement signatures on the \_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSED BY:

CITY OF YPSILANTI

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Darwin McClary, City Manager

\_\_\_\_\_  
Francis McMullen, Clerk

WITNESSED BY:

CHARTER TOWNSHIP OF YPSILANTI

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Brenda L. Stumbo, Supervisor

\_\_\_\_\_  
Karen Lovejoy Roe, Clerk

WITNESSED BY:

SUPERIOR CHARTER TOWNSHIP

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Kenneth Schwartz, Supervisor

\_\_\_\_\_  
Lynette Findlay, Clerk

APPROVE AS TO FORM:

\_\_\_\_\_  
John M. Barr, P-10475 for City

\_\_\_\_\_  
William Douglas Winters, P-28965 for Twp.

\_\_\_\_\_  
(designee forthcoming) for Superior

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety | Planning & Zoning | Code Enforcement | Police Services

---

To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, OCS Director  
Re: **Request to authorize legal action to abate a public nuisance at 601 Dons Drive in the amount of \$10,000 budgeted in 101-950.000-801.023**  
Date: June 11, 2018

The Office of Community Standards is seeking authorization to proceed with legal action in Washtenaw County Circuit Court to abate a public nuisance that exists at:

### **601 DONS DRIVE**

This single family house on a B-3 zoned parcel is situated on Dons Drive between East Michigan Avenue and Holmes Road. It has been owned by Simon Gherghel of Livonia, MI since 2015, and has been the subject of numerous code enforcement complaints since he acquired the property. The complaints have included tall grass, accumulation of trash, outdoor storage of building materials, as well as general property maintenance deficiencies. Mr. Gherghel obtained a building permit in May 2016 to make general repairs, convert a garage to living space, and add a small addition to the house. OCS staff obtained an administrative warrant to inspect the vacant house in June 2017, however the owner responded and registered the property consenting to an inspection. The house was found to have been gutted to its studs and under construction at that time. Despite an ongoing accumulation of building materials, the permit has now expired with no building inspections and the work incomplete. A scheduled inspection to renew the vacant building certificate was canceled by the owner and is rescheduled for the end of June. I respectfully request authorization from the Board of Trustees to initiate civil litigation if necessary to abate the public nuisance described here to restore and safeguard the health and safety of the community. Please contact me with questions or concerns.



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

**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 reinstall four (4) speed humps on Parkwood Avenue between Ecorse Road and Glenwood Avenue (the "Project"); and

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

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

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

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

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

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**AGREEMENT SUMMARY**

Estimated Cost

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

FOR YPSILANTI TOWNSHIP:

\_\_\_\_\_ Witness  
Brenda L. Stumbo, Supervisor

\_\_\_\_\_ Witness  
Karen Lovejoy Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_ Witness  
Douglas E. Fuller, Chair

\_\_\_\_\_ Witness  
Sheryl Soderholm Siddall, Managing Director

## ENGINEER'S ESTIMATE

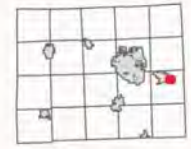
Project: Speed Hump Removal and Installation  
 Location: Parkwood Ave (Ecorse to Glenwood), Ypsilanti Twp.  
 Date: 05/24/2018



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP REMOVAL/INSTALLATION	4	EA	\$4,200.00	\$16,800.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	4	EA	\$650.00	\$2,600.00	<i>Contractor Install</i>
				SUBTOTAL	\$19,400.00	
				CE/INCID 15%	\$2,910.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$22,310.00	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
<b>PROJECT TOTAL:</b>					<b>\$23,310.00</b>	



# Proposed locations for speed humps on Parkwood Avenue



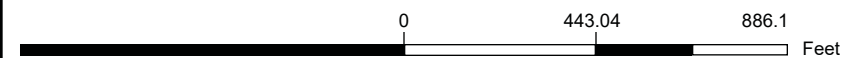
### Legend

- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Right of Way
- Quarter Sections
- Parcels
- Schools
- XClose\_OneWayDec
  - 1
  - ← 2
- XClose\_Roads
  - All Other Roads
  - Unknown
  - Alley/Driveway, 0; Al
  - Primary Roads
  - Ramps
  - Highways
- Parks
- Interest

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

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.

**NOTE: Parcels may not be to scale.**  
7/11/2012



### Notes

*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

June 7, 2018

To: Charter Township Board of Trustees

Fr: Karen Lovejoy Roe, Clerk

Re: ***Request to increase Election Workers hourly rates to \$13/hour for Inspectors, \$14/hour for Co-Chairpersons and \$17/hour for Chairpersons beginning with the August 7, 2018 Primary Election***

This is a request to increase the hourly rates that are paid to the election inspectors that serve the voters of the Charter Township of Ypsilanti from \$12/hr. for inspectors to \$13 and from \$12hr. for Co-Chairs to \$14/hr. and for Chairpersons from \$13/hr. to \$17/hr. It is becoming more difficult to fill the spots for election inspectors and an increase in the hourly rate will help assist in attracting individuals to work a long, strenuous and hard day to conduct our elections.

It is especially important to increase substantially the rate paid for the Chairpersons. The responsibilities and expertise needed is at a level, that to encourage individuals to take on the role of Chairperson, a higher hourly rate is needed. The new equipment is more technical and more difficult to set up and breakdown for each election. Ypsilanti Township must stay at the top of the hourly rate in Washtenaw County to keep the workers we currently have. Since our last increase Ypsilanti Township was able to attract our township residents to leave the City of Ann Arbor and come to work in Ypsilanti Township. Our inspectors are currently paid \$1/hr more than the City of Ann Arbor inspectors but our Chairpersons are paid less. Pittsfield Township pays Chairpersons even more than the City of Ann Arbor. Ann Arbor is going to raise their rates before the November election.

At the larger, even year November elections the additional maximum costs per election would be \$2,580.00 (\$150 per precinct). At most special elections and primary elections the additional maximum costs per election would be \$1,695.00 (\$135 per precinct).

The Clerk's Department has submitted a budget amendment to cover the cost of the unbudgeted special election and these proposed increases in hourly rates, along with the purchase of furniture to assist in holding three Absentee Count Boards that is on the agenda for the meeting.

Thank you for your consideration. If you have any questions or need for clarification please just let me know.

Washtenaw County Election Inspectors Rates

<u>Municipality</u>	<u>Hourly Rate: Inspectors/Chairperson</u>	<u>Other Pay/Food</u>
Pittsfield Township	\$14/17	
Scio Township	\$12/14/15	
Northfield Township	\$13/13	*Chairs additional \$50 per election
City of Ann Arbor	\$11/15	* Will get a raise before November election
Augusta Township	\$13.16/14.16	
Freedom Township	\$10/11	*Looking at a raise this year
Superior Township	\$11/12/13	
Lodi Township	\$12/12	*Chairs additional \$50 per election/provides breakfast & dinner and all drinks during the day
City of Milan	\$10/10	* Chair extra \$50/Co Chairs extra \$25 *provides Breakfast/lunch/dinner and drinks during day
Dexter Township	\$11/14	
Lima Township	\$12.75/12.75	*Chair extra \$160 if Co-chair split the \$160
Webster Township	\$12/14	
Manchester Township	\$16/20	
Sharon Township	\$12/14	
York Township	\$12/14	
Bridgewater Township	\$10.50/11.50	
Lyndon Township	\$12/14	
Ypsilanti Township	\$12/13	



## Non-Disclosure Agreement

This Non-Disclosure Agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2018, by and between The DTE Electric Company, a Michigan corporation and \_\_\_\_\_, a \_\_\_\_\_, together known as Parties.

Whereas, the above Parties have entered into discussions during which one party may disclose to the other party Confidential Information relating to a Pole Use Agreement; and

Whereas, each party desires to protect the confidentiality of such information,

Therefore, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Confidential Information. For purposes of this Non-Disclosure Agreement, the term Confidential Information shall mean any information, including but not limited to trade secrets, know-how, formulas, proprietary information, customer lists, prices, any non-public information which concerns the Pole Use Agreement, except for that information specified in Section No. 6 of this Non-Disclosure Agreement. Any information that is disclosed orally or in written, machine-readable, or other tangible form, and is of an apparent confidential nature, shall be treated as Confidential Information by the other party.
2. Use of Confidential Information. During the course of the discussions, the Parties may disclose certain Confidential Information to each other, either by written or oral communications. These disclosures will be made in reliance upon the understandings of a confidential relationship between the Parties as set forth herein. Each party agrees that, unless specifically authorized in writing by the other, it will:
  - (a) use such as Confidential Information solely for the purpose of reviewing, discussing and evaluating the Pole Use Agreement, and
  - (b) promptly return to the disclosing party or, upon the request of the disclosing party, destroy any and all tangible material concerning such Confidential Information, including all copies and notes, whether such material was made, compiled by, or furnished by the disclosing party or the receiving party. At the request of the disclosing party the receiving party will confirm in writing, with an authorized signature of receiving party, that the material has been destroyed.
3. Non-Disclosure. Each party agrees to receive all Confidential Information in confidence. Each party agrees that it will treat such Confidential Information in the same manner as it treats like information of its own, but in all events it shall exercise at least a reasonable degree of care for preventing unauthorized disclosures of the Confidential Information. Except as provided in this Non-Disclosure Agreement, neither party will make any copies of Confidential Information received from the other party that is in documented form, except for use by employees or consultants with a need to know. Each party further agrees not to distribute, disclose or disseminate the Confidential Information, to anyone, except to its employees or consultants who have a need to know. Each party agrees that its disclosure of Confidential Information to its employees or consultants who have a need to know shall be limited to only so much of such Confidential Information as is necessary for that employee or consultant to perform his/her function. Each party shall cause its employees and consultants to comply with this Non-Disclosure Agreement and shall obtain such consultant's agreement to be bound by the terms of this Non-Disclosure Agreement. The existence of this Non-Disclosure Agreement and the nature of the discussions between the Parties may not be disclosed by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4. No License. Nothing contained in this Non-Disclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in the Pole Use Agreement or in any Confidential Information disclosed to the receiving party.
5. No Obligations. The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.
6. Exceptions. The obligations imposed herein shall not apply to Confidential Information:
  - (a) which becomes available to the public through no wrongful act of the receiving party; or
  - (b) which may be published prior to the date hereof; or
  - (c) which is received from a third party without restriction and without breach of this Non-Disclosure Agreement; or
  - (d) which is independently developed by the receiving party; or
  - (e) which is approved for disclosure by prior written permission with an authorized signature of disclosing party; or
  - (f) which is obligated to be disclosed pursuant to the Michigan Freedom of Information Act (FOIA), MCL 15.231, et seq., or other law, under order of a court of competent jurisdiction or other similar requirement of a governmental agency, so long as the party required to disclose the information provides the other party with reasonable prior written notice of any required disclosure pursuant to such law, order, or other requirement. Either party will not be held liable for disclosing Confidential Information if such disclosure is required by FOIA and prior written notice is given to the other party pursuant to the Non-Disclosure Agreement. Notwithstanding the above, all materials, including without limitation, documents, writing designs, drawings, and specifications furnished and that are designated as Confidential Information shall remain the sole property of the disclosing party.
7. Termination of Obligations. Either party may terminate this Non-Disclosure Agreement by giving thirty (30) days prior written notice to the other party. Notwithstanding any such termination, the provisions of this Non-Disclosure Agreement with respect to non-disclosure of Confidential Information shall remain in full force and effect for a period of five (5) years thereafter.
8. Right to Enjoin Disclosure. The Parties acknowledge that a receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. Therefore, the Parties agree that, in the event of a violation or threatened violation of this Non-Disclosure Agreement, without limiting any other rights and remedies of each other, a temporary restraining order and/or an injunction to enjoin disclosure of Confidential Information may be sought against the party who has breached or threatened to breach this Non-Disclosure Agreement and the party who has breached or threatened to breach this Non-Disclosure Agreement will not raise the defense of an adequate remedy at law.
9. Miscellaneous.
  - (a) This Non-Disclosure Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter thereof.

- (b) This Non-Disclosure Agreement may not be modified except by a document signed by both Parties.
- (c) The provisions of this Non-Disclosure Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.
- (d) There are no third party beneficiaries to this Non-Disclosure Agreement.
- (e) Failure by a party to enforce or exercise any provision, right or option contained in this Non-Disclosure Agreement will not be construed as a present or future waiver of such provision, right or option.
- (f) This Non-Disclosure Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Michigan.

In witness whereof, the Parties hereto have set their hands and seals the day and year first written above.

DTE Electric Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

## RESOLUTION NO. 2018-17

### CHARTER TOWNSHIP OF YPSILANTI WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

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

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

**WHEREAS** the AFSCME contract is currently being negotiated; and

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

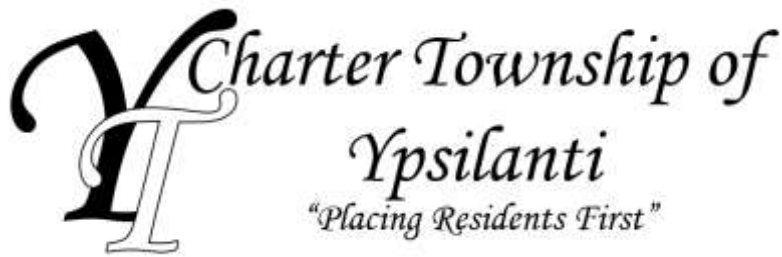
	<b>2017 Total Salary</b>	<b>2018 Total Salary</b>
Deputy Supervisor	\$ 57,464	\$59,188
Deputy Clerk	\$ 57,464	\$59,188
Deputy Treasurer	\$ 57,464	\$59,188
Human Resource Generalist II	\$ 56,497	\$58,192
Quality Assurance Specialist	\$ 51,511	\$53,056
Accounting Director	\$ 73,856	\$76,072
Assessor	\$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

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

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

**Supervisor's Office**

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



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

TO: Board Members  
FROM: Brenda Stumbo  
RE: Liquor Committee Appointments  
DATE: June 11, 2018

Please consider the following appointments to the liquor committee with term expiration date of 11/20/2020.

1. Larry Doe
2. Stan Eldridge
3. Jimmie Wilson

When making board appointments this committee was missed, my apologies.

Cc: Tammie Keen

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
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TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: June 14, 2018

RE: Request to enter into contract with SME in the amount of \$3,600 to conduct water testing on skylights at Township Civic Center and authorize signing, to be charged to line item #101-956-000-801-000

Due to potential leaking around our skylights at the Civic Center, we would like to have testing performed to identify the leaks. We are recommending approval and authorization to sign the attached contract with SME to conduct the testing.

Please place this item on next agenda for the Board's consideration.

tk

Attachment



CONTRACT

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

CLIENT INFORMATION

Contact Mr. Tim Thompson
Company Charter Twp of Ypsilanti
Email Address thompson@ytown.org
Address 7200 S. Huron River Drive
City Ypsilanti State MI Zip 48197
Phone 734.787.4065 Fax

PROJECT INFORMATION

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

SCOPE OF SERVICES

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

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

Presumptions:

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

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

FEES

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

INVOICES

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

REPORT COPIES

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

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

GENERAL CONDITIONS

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

SME

Eric A. Murrell (handwritten signature)

Signature

Eric A. Murrell RA CCS CSI
Typed or printed name

May 14, 2018
Date





# SME GENERAL CONDITIONS

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

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

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

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

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

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

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

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

**SME PROPOSAL**

Proposal No.:           P01545.18b          

Project Name:           Ypsilanti Township Offices Water Testing          

Project Location:           Ypsilanti, Michigan          

**CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)**

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLIENT (Company) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

# **AUTHORIZATIONS AND BIDS**

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Office (734) 544-4225  
Fire Chief (734) 544-4110  
Fire Marshal (734) 544-4107  
Fax (734) 544-4195

**FIRE DEPARTMENT**  
**222 SOUTH FORD BOULEVARD**  
**YPSILANTI, MICHIGAN 48198-6067**

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## MEMORANDUM

To: Charter Township of Ypsilanti Supervisor and Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: June 11, 2018

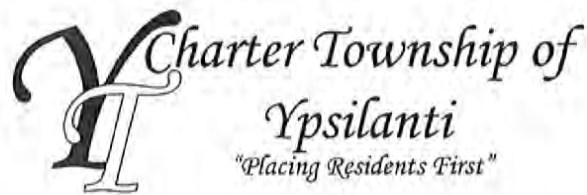
Subject: Request to waive the Township's Financial Policy to seek authorization to purchase a vehicle from the MiDEAL Government Fleet Sales for the Fire Department including a 2018 Ford Expedition XL (SSV) Max – EL 4x4 - in the amount of **\$41,754.00** including contractual listed amenities budgeted in line item: #206-970-000-979-000 for **CAPITAL OUTLAY - FIRE APPARATUS FY 2018**.

Attached is MiDEAL #4WDU-0051 Contract #07B1300005 for a **2018MY Expedition MAX – EL, 4x4, 3.5L V6 Eco Boost** and contains a listing of factory options for consideration. The MiDEAL proposal includes a few recommended options like black cloth seats, front side airbags, keyless (keypad) + remote entry, traction control, power windows & locks, reverse sensing, rear view camera, and all weather floor mats. F.O.B. delivery to Ypsilanti - Lead Time estimated at 14 – 16 weeks from receipt of Purchase Order. The contact is Jim Agney of Gorno Ford, 22025 Allen Rd. Woodhaven, MI 48183.

The larger SUV type vehicle is required to carry equipment/tools for 24/7 response to fire investigations, fire code enforcement, and fire prevention inspections. The 2018 Expedition will replace the current Fire Marshal's vehicle a 2003 Ford Expedition with 139,000 miles rendering it to reserve status. Subsequently, the 1998 Ford Crown Victoria sedan with 92,000 miles and the 2006 Ford Explorer SUV (ceased engine) shall go to auction.

Thank you,

ERC;



Office (734) 544-4225  
Fire Chief (734) 544-4110  
Fire Marshal (734) 544-4107  
Fax (734) 544-4195

**FIRE DEPARTMENT**  
**222 SOUTH FORD BOULEVARD**  
**YPSILANTI, MICHIGAN 48198-6067**

June 11, 2018

Charter Township of Ypsilanti  
Supervisor Brenda Stumbo and Trustee Board  
7200 S. Huron River Drive

Dear Madam Supervisor and Trustee Board,

In service to the Township, I am requesting for the June 19, 2018 Township board meeting to present the following item(s) for consideration:

- 1) Request to waive the Township's Financial Policy for authorization to accept the proposal from ImageTrend for a cloud-based incident reporting software package as part of a Regional partnership of (8) area fire departments. YTFD package includes the Data Mart License option allowing us to store and control our data. ImageTrend will replace the EOS/Firehouse software that we currently use and allow us continued support for uploading of monthly EMS data via NEMSIS program to the State, which Firehouse is in jeopardy of State compliance, in addition to relieving our IT staff solution/troubleshooting measures.

IT Manager Travis McDougal, YTFD staff and local fire service personnel attended a product presentation and demonstration meeting back in February all endorsing using this software. The YTFD start-up costs for ImageTrend is \$21,606.10 is budgeted in FY 2018 CAPITAL OUTLAY - COMPUTER / COMM / FURNISHINGS – 206-970-000-980-001. Annual fees after year 1 are \$5,638.04 attached is the ImageTrend quote.

Thank You,

Eric Copeland, Fire Chief Ypsilanti Township



June 14, 2018

Mr. Carl Girbach  
Residential Services  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Recommendation of Award  
Ypsilanti Twp Parks Play Structure Improvements

Dear Mr. Girbach:

Sealed bids for the Ypsilanti Twp Parks Play Structure Improvements project were received and publicly read aloud at 2:00 p.m. on Wednesday, June 13, 2018 at the Charter Township of Ypsilanti Civic Center. Eight (8) prospective contractors obtained plans specifications and attended the prebid meeting. Proposals were received from five (5) bidders with as-checked results ranging from \$294,883.26 to \$524,087.90. OHM's final opinion of probable cost was \$325,000.00.

OHM along with the Township reviewed each bid package and rated each contractor based on price, product, reputation, experience as well as submitted safety programs and ability to respond. After the initial review, both Play Environments from Holland Michigan and Great Lakes Recreation, also from Holland Michigan, were rated the highest and both had outstanding submittals. A more thorough review and calls to listed references was then conducted, followed by a post bid interview call to the highest rated contractor.

The low bid and highest rated bid package was received from Play Environments, located at 563 College Ave, Holland, MI 49423 in the amount of \$294,883.26. In reviewing their bid, all required information, including bond surety, statement of qualifications, and subcontractors listing, was provided. The references that were contacted spoke very highly of Play Environments and their ability to deliver, responsiveness and overall quality of work. .

After a thorough review, it is felt that Play Environments is capable of performing the work based on experience, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the Ypsilanti Twp Parks Play Structure Improvements project be awarded to Play Environments of Holland, MI in the amount of \$294,883.26. We also recommend a contingency budget of \$25,000.00 to help cover unforeseen issues or additional work that may be determined in the field. This results in a total recommended construction budget of \$319,883.26, which is still below the final engineer's estimate.**

Should there be any questions, please contact either of us at (734) 522-6711.

Sincerely,

OHM Advisors,

A handwritten signature in black ink, appearing to read "Ben Weaver".

Ben Weaver, RLA, ASLA  
Encl. Bid Tab

A handwritten signature in black ink, appearing to read "Matthew D. Parks".

Matthew D. Parks, P.E.

Ship To:  
 Eric Copeland  
 Ypsilanti Township Fire Department  
 222 S. Ford Blvd.  
 Ypsilanti, MI 48198  
 734-544-4225  
 ecopeland@ytown.org

Bill To:  
 Same as Ship To

**IMAGETREND®**  
**Quote**

Multi-Department Site  
 GSA Pricing: GS-35F-365DA  
 Ypsilanti Twp's portion of overall Regional  
 Total Regional Annual Volume - 19,869  
 Ypsilanti Twp's annual volume - 4,800

Salesperson	Quote Number	Date
Eric Bambar	EB18-YT-03	June 8, 2018

Description	Qty	Regional Unit Price	Total Regional Price	Yps. Twp. Price (24.16% of Total)
<b>Software</b>				
<b>EMS/Fire Web-based Products</b>				
ImageTrend Elite Rescue License (Fire & EMS)	1	\$23,677.58	\$23,677.58	\$5,720.09
ImageTrend Elite Rescue Annual Support	1	\$3,788.41	\$3,788.41	\$915.21
ImageTrend Elite Rescue Annual Hosting	1	\$5,682.62	\$5,682.62	\$1,372.82
ImageTrend Elite Rescue Setup Fee and Project Management	1	\$4,735.52	\$4,735.52	\$1,144.02
<b>EMS/Fire Mobile Products</b>				
ImageTrend Elite Field Site License	1	\$14,206.55	Included	Included
ImageTrend Elite Field Site License Annual Support	1	\$2,273.05	Included	Included
Credit for State provided Elite Field	1	-\$16,479.60		
<b>EMS/Fire Add-On Items</b>				
CAD Integration - Annual Fee <i>Based on at least 8 departments participating</i>	1	EMS & Fire		\$1,750.00
Permits - Setup Annual Fee	1	Not yet available in Elite Q4 projected		\$1,000.00 \$400.00
Investigations - Setup Annual Fee	1			\$1,000.00 \$400.00
Data Mart License - FTP Delivery (1 Data Source Included) <i>Data Mart - FTP Delivery Annual Support (1 Data Source)</i> <i>Frequency:</i> <i>Data Source:</i>	1	Customer FTP site 4. Weekly EMS or Fire		\$5,000.00 \$800.00
<b>Training</b>				
Training Sessions - Onsite (Full Day M-F)	4	\$947.10	\$3,788.40	\$915.21
Travel per Trainer for Onsite Training	2	\$1,750.00	\$3,500.00	\$845.54
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)	6	\$236.78	\$1,420.68	\$343.21
<b>TOTAL Year 1</b>			<b>\$46,593.21</b>	<b>\$21,606.10</b>
<b>Annual Fees after Year 1</b>			<b>\$9,471.03</b>	<b>\$5,638.04</b>
<b>Optional Items</b> <i>Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.</i>				
<input type="checkbox"/> ImageTrend Elite Mobile Fire Inspections Annual Fee	1			\$4,500.00 \$720.00
<input type="checkbox"/> Target Solutions Integration Annual Fee Annual Fee	1			\$2,500.00 \$875.00
<input type="checkbox"/> Telestaff Integration Annual Fee (requires CAD integration) Annual Fee	1			\$5,000.00 \$1,750.00
<input type="checkbox"/> Data Mart License - FTP Delivery (Additional Data Source) <i>Data Mart - FTP Delivery Annual Support (Additional Data Source)</i> <i>Frequency:</i> <i>Data Source:</i>	1	Customer FTP site 4. Weekly EMS or Fire required for FireView data feed		\$2,500.00 \$400.00
<input type="checkbox"/> Out of Scope Support billed at \$175.00 hour	TBD		TBD	TBD

**Terms of Agreement**

Upon acceptance and signature of Contract, 50% of the One-Time Fees will be invoiced, excluding Training and Travel. The remaining 50% of One-Time Fees will be invoiced independently upon completion, excluding Training and Travel. The Recurring Annual Fees will begin at system go-live. Training and Travel will be invoiced upon completion. Payment terms of Net 30 days.

\*The recurring annual fees will be invoiced annually in advance.  
 \*ImageTrend's license, annual support and hosting are based on

19,869 annual incidents as provided by Client.

\*All hosting fees are based upon anticipated usage and includes 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

\*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.

\*This proposal is valid for 90 days.



**IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.**

**DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.**

Approved As:  
ImageTrend, Inc.

Ypsilanti Township Fire Department

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Dated

If you have any questions regarding this proposal, contact:  
Eric Bambar at 248-534-7937 or ebambar@imagetrend.com

or

[contracts@imagetrend.com](mailto:contracts@imagetrend.com)

Thank you for your business!

Tabulation of Bids Received on June 13,2018  
**Ypsilanti Twp. Parks Play Structure Improvements**  
 City of Ypsilanti, Wayne County, State of Michigan  
 OHM Job No.: 0098-18-0030

Play Environments  
 563 College Ave  
 Holland, MI 49423

Great Lakes Recreation  
 39 Veterans Drive, Suite 310  
 Holland, MI 49423

Playworld Midstates  
 2127 112th Ave  
 Holland, MI 49424

Michigan Recreational  
 Construction  
 1091 Victory Drive  
 Howell, MI 48843

Simone Companies  
 6816 19 1/2 MI Road  
 Sterling Heights, MI 48314

Item No.	Description	Estimated Quantity	Phone: 616-395-2565		Phone: 616-499-7400		Phone: 616-393-8601		Phone: 517-545-7122		Phone: 586-254-0690			
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
<b>DIVISION I - Loon Feather:</b>														
1)	General Conditions/Mobilization, Max. \$4,000, Div. 4	1	LSUM	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	
2)	Audio Video Route Survey, Div. 1	2	1	LSUM	\$2,083.00	\$2,083.00	\$720.00	\$720.00	\$1,125.00	\$1,125.00	\$2,340.00	\$2,340.00	\$1,800.00	\$1,800.00
3)	Tree Trimming/ Removal	#	1	LSUM	\$300.00	\$300.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$406.00	\$406.00	\$1,200.00	\$1,200.00
4)	Excavation, Grading, Site Prep	1	1	LSUM	\$3,889.00	\$3,889.00	\$3,750.00	\$3,750.00	\$4,375.00	\$4,375.00	\$11,623.20	\$11,623.20	\$10,000.00	\$10,000.00
5)	Play Structures, Furnish & Install	3	1	LSUM	\$50,000.00	\$50,000.00	\$49,600.00	\$49,600.00	\$67,280.50	\$67,280.50	\$78,937.02	\$78,937.02	\$75,000.00	\$75,000.00
6)	Erosion Control, Silt Fence	8	425	Ft	\$1.35	\$573.75	\$1.50	\$637.50	\$0.50	\$212.50	\$1.74	\$739.50	\$5.00	\$2,125.00
7)	Construction Fencing	9	400	Ft	\$1.25	\$500.00	\$2.00	\$800.00	\$2.00	\$800.00	\$2.60	\$1,040.00	\$4.00	\$1,600.00
8)	Underdrain, 4 inch	#	325	Ft	\$2.00	\$650.00	\$5.00	\$1,625.00	\$2.25	\$731.25	\$12.18	\$3,958.50	\$10.00	\$3,250.00
9)	Aggregate Base, 4 inch	#	44	Syd	\$17.00	\$748.00	\$15.00	\$660.00	\$12.50	\$550.00 <sup>1</sup>	\$21.75	\$957.00	\$6.00	\$264.00
10)	Sidewalk, Conc, 4 inch	#	230	Sft	\$8.50	\$1,955.00	\$9.60	\$2,208.00	\$1.96	\$450.00	\$11.33	\$2,605.90 <sup>1</sup>	\$10.00	\$2,300.00
11)	Playground Edging	1	326	Ft	\$10.50	\$3,423.00	\$13.00	\$4,238.00	\$6.55	\$2,135.30	\$17.18	\$5,600.68	\$20.00	\$6,520.00
12)	Landscape Fabric	1	4086	Sft	\$0.16	\$653.76	\$0.15	\$612.90	\$0.11	\$449.46 <sup>1</sup>	\$0.29	\$1,184.94	\$0.65	\$2,655.90
13)	Turf Restoration	4	205	Syd	\$11.37	\$2,330.85	\$7.05	\$1,445.25	\$9.15	\$1,875.75	\$18.37	\$3,765.85 <sup>1</sup>	\$13.25	\$2,716.25
14)	Wood Chips, 12 inch Depth	1	454	Syd	\$8.27	\$3,754.58	\$15.00	\$6,810.00	\$8.74	\$3,967.96	\$14.55	\$6,605.70 <sup>1</sup>	\$16.00	\$7,264.00
15)	Bench	#	1	Ea	\$2,932.00	\$2,932.00	\$4,325.00	\$4,325.00	\$2,260.25	\$2,260.25	\$4,530.27	\$4,530.27	\$5,800.00	\$5,800.00
16)	Pic-Nic Table	#	1	Ea	\$1,289.00	\$1,289.00	\$1,550.00	\$1,550.00	\$1,324.00	\$1,324.00	\$2,208.37	\$2,208.37	\$2,300.00	\$2,300.00
17)	Trash Receptacle	#	2	Ea	\$613.00	\$1,226.00	\$775.00	\$1,550.00	\$570.00	\$1,140.00	\$1,124.46	\$2,248.92 <sup>1</sup>	\$1,400.00	\$2,800.00
18)	Watering & Cultivation	1	1	LSUM	\$500.00	\$500.00	\$1,350.00	\$1,350.00	\$500.00	\$500.00	\$3,340.80	\$3,340.80	\$1,200.00	\$1,200.00
TOTAL DIVISION I:					<u>\$80,307.94</u>		<u>\$86,481.65</u>		<u>\$92,176.97<sup>z</sup></u>		<u>\$136,092.65<sup>z</sup></u>		<u>\$131,795.15</u>	

Tabulation of Bids Received on June 13,2018  
**Ypsilanti Twp. Parks Play Structure Improvements**  
 City of Ypsilanti, Wayne County, State of Michigan  
 OHM Job No.: 0098-18-0030

Play Environments  
 563 College Ave  
 Holland, MI 49423

Great Lakes Recreation  
 39 Veterans Drive, Suite 310  
 Holland, MI 49423

Playworld Midstates  
 2127 112th Ave  
 Holland, MI 49424

Michigan Recreational  
 Construction  
 1091 Victory Drive  
 Howell, MI 48843

Simone Companies  
 6816 19 1/2 MI Road  
 Sterling Heights, MI 48314

Item No.	Description	Estimated Quantity	Phone: 616-395-2565		Phone: 616-499-7400		Phone: 616-393-8601		Phone: 517-545-7122		Phone: 586-254-0690		
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
<b>DIVISION II - North Bay:</b>													
19)	General Conditions/Mobilization, Max. \$4,000, Div. II	1	LSUM	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
20)	Audio Video Route Survey, Div. II	1	LSUM	\$2,083.00	\$2,083.00	\$720.00	\$720.00	\$1,125.00	\$1,125.00	\$2,340.00	\$2,340.00	\$1,800.00	\$1,800.00
21)	Tree Trimming/ Removal	1	LSUM	\$0.00	\$0.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,740.00	\$1,740.00	\$1,200.00	\$1,200.00
22)	Excavation, Grading, Site Prep	1	LSUM	\$3,125.00	\$3,125.00	\$3,900.00	\$3,900.00	\$3,625.00	\$3,625.00	\$9,952.80	\$9,952.80	\$8,000.00	\$8,000.00
23)	Play Structures, Furnish & Install	1	LSUM	\$50,000.00	\$50,000.00	\$49,600.00	\$49,600.00	\$69,010.25	\$69,010.25	\$75,954.66	\$75,954.66	\$75,000.00	\$75,000.00
24)	Erosion Control, Silt Fence	390	Ft	\$1.35	\$526.50	\$1.50	\$585.00	\$0.50	\$195.00	\$1.74	\$678.60	\$5.00	\$1,950.00
25)	Construction Fencing	375	Ft	\$1.25	\$468.75	\$2.00	\$750.00	\$2.00	\$750.00	\$2.90	\$1,087.50	\$4.00	\$1,500.00
26)	Underdrain, 4 inch	300	Ft	\$2.00	\$600.00	\$5.00	\$1,500.00	\$2.25	\$675.00	\$12.18	\$3,654.00	\$10.00	\$3,000.00
27)	Aggregate Base, 4 inch	44	Syd	\$17.00	\$748.00	\$15.00	\$660.00	\$6.82	\$299.99	\$21.75	\$957.00	\$6.00	\$264.00
28)	Sidewalk, Conc, 4 inch	230	Sft	\$8.50	\$1,955.00	\$9.60	\$2,208.00	\$1.96	\$450.00	\$11.33	\$2,605.90	\$10.00	\$2,300.00
29)	Playground Edging	273	Ft	\$10.50	\$2,866.50	\$13.00	\$3,549.00	\$7.82	\$2,134.86	\$17.18	\$4,690.14	\$20.00	\$5,460.00
30)	Landscape Fabric	4095	Sft	\$0.16	\$655.20	\$0.15	\$614.25	\$0.10	\$397.22 <sup>1</sup>	\$0.29	\$1,187.55	\$0.65	\$2,661.75
31)	Turf Restoration	175	Syd	\$11.37	\$1,989.75	\$7.05	\$1,233.75	\$10.71	\$1,874.25	\$18.87	\$3,302.25	\$13.25	\$2,318.75
32)	Wood Chips, 12 inch Depth	455	Syd	\$8.27	\$3,762.85	\$15.00	\$6,825.00	\$8.45	\$3,844.75	\$14.52	\$6,606.60	\$16.00	\$7,280.00
33)	Bench	1	Ea	\$2,932.00	\$2,932.00	\$4,325.00	\$4,325.00	\$2,260.25	\$2,260.25	\$4,530.27	\$4,530.27	\$5,800.00	\$5,800.00
34)	Pic-Nic Table	1	Ea	\$1,289.00	\$1,289.00	\$1,550.00	\$1,550.00	\$1,324.00	\$1,324.00	\$2,208.37	\$2,208.37	\$2,300.00	\$2,300.00
35)	Trash Receptacle	2	Ea	\$613.00	\$1,226.00	\$775.00	\$1,550.00	\$570.00	\$1,140.00	\$1,124.46	\$2,248.92	\$1,400.00	\$2,800.00
36)	Watering & Cultivation	1	LSUM	\$500.00	\$500.00	\$1,350.00	\$1,350.00	\$500.00	\$500.00	\$3,340.80	\$3,340.80	\$1,200.00	\$1,200.00
TOTAL DIVISION II:					<u>\$78,227.55</u>		<u>\$86,120.00</u>		<u>\$92,605.57<sup>z</sup></u>		<u>\$131,085.36<sup>z</sup></u>		<u>\$127,834.50</u>

Tabulation of Bids Received on June 13,2018  
**Ypsilanti Twp. Parks Play Structure Improvements**  
 City of Ypsilanti, Wayne County, State of Michigan  
 OHM Job No.: 0098-18-0030

Play Environments  
 563 College Ave  
 Holland, MI 49423

Great Lakes Recreation  
 39 Veterans Drive, Suite 310  
 Holland, MI 49423

Playworld Midstates  
 2127 112th Ave  
 Holland, MI 49424

Michigan Recreational  
 Construction  
 1091 Victory Drive  
 Howell, MI 48843

Simone Companies  
 6816 19 1/2 MI Road  
 Sterling Heights, MI 48314

Item No.	Description	Estimated Quantity	Phone: 616-395-2565		Phone: 616-499-7400		Phone: 616-393-8601		Phone: 517-545-7122		Phone: 586-254-0690		
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
<b>DIVISION III - FL Beach:</b>													
37)	General Conditions/Mobilization, Max. \$6,500, Div. II	1	LSUM	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00
38)	Audio Video Route Survey, Div. III	1	LSUM	\$2,983.00	\$2,983.00	\$720.00	\$720.00	\$1,125.00	\$1,125.00	\$3,350.88	\$3,350.88	\$5,400.00	\$5,400.00
39)	Excavation, Grading, Site Prep	1	LSUM	\$2,188.00	\$2,188.00	\$2,400.00	\$2,400.00	\$4,375.00	\$4,375.00	\$7,171.35	\$7,171.35	\$8,000.00	\$8,000.00
40)	Play Structures FLP, Furnish & Install	1	LSUM	\$25,160.00	\$25,160.00	\$30,300.00	\$30,300.00	\$33,723.25	\$33,723.25	\$36,821.34	\$36,821.34	\$45,000.00	\$45,000.00
41)	Erosion Control, Silt Fence	325	Ft	\$1.35	\$438.75	\$1.50	\$487.50	\$0.50	\$162.50	\$1.74	\$565.50	\$5.00	\$1,625.00
42)	Construction Fencing	310	Ft	\$1.25	\$387.50	\$2.00	\$620.00	\$2.00	\$620.00	\$2.90	\$899.00	\$4.00	\$1,240.00
43)	Underdrain, 4 inch	175	Ft	\$2.00	\$350.00	\$5.00	\$875.00	\$2.25	\$393.75	\$12.18	\$2,131.50	\$10.00	\$1,750.00
44)	Aggregate Base, 4 inch	32	Syd	\$17.00	\$544.00	\$15.00	\$480.00	\$9.38	\$300.00	\$21.75	\$696.00	\$6.00	\$192.00
45)	Sidewalk, Conc, 4 inch	125	Sft	\$8.50	\$1,062.50	\$9.60	\$1,200.00	\$3.60	\$450.00	\$13.24	\$1,655.00 <sup>1</sup>	\$10.00	\$1,250.00
46)	Playground Edging	231	Ft	\$10.50	\$2,425.50	\$13.00	\$3,003.00	\$9.24	\$2,134.44	\$17.18	\$3,968.58	\$20.00	\$4,620.00
47)	Landscape Fabric	3050	Sft	\$0.16	\$488.00	\$0.15	\$457.50	\$0.15	\$457.50	\$0.29	\$884.50	\$0.65	\$1,982.50
48)	Turf Restoration	167	Syd	\$11.37	\$1,898.79	\$16.50	\$2,755.50	\$11.23	\$1,874.91	\$19.33	\$3,228.11 <sup>1</sup>	\$13.25	\$2,212.75
49)	Wood Chips, 12 inch Depth	339	Syd	\$8.27	\$2,803.53	\$15.00	\$5,085.00	\$11.71	\$3,968.00	\$14.56	\$4,935.84 <sup>1</sup>	\$16.00	\$5,424.00
50)	Bench	1	Ea	\$2,932.00	\$2,932.00	\$4,325.00	\$4,325.00	\$2,260.25	\$2,260.25	\$4,530.27	\$4,530.27	\$5,800.00	\$5,800.00
51)	Pic-Nic Table	1	Ea	\$1,289.00	\$1,289.00	\$1,550.00	\$1,550.00	\$1,324.00	\$1,324.00	\$2,208.37	\$2,208.37	\$2,300.00	\$2,300.00
52)	Trash Receptacle	2	Ea	\$613.00	\$1,226.00	\$775.00	\$1,550.00	\$570.00	\$1,140.00	\$1,124.46	\$2,248.92 <sup>1</sup>	\$1,400.00	\$2,800.00
53)	Watering & Cultivation	1	LSUM	\$250.00	\$250.00	\$1,350.00	\$1,350.00	\$500.00	\$500.00	\$2,227.20	\$2,227.20	\$1,200.00	\$1,200.00
TOTAL DIVISION III:					<u>\$50,926.57</u>		<u>\$63,658.50</u>		<u>\$56,808.59<sup>z</sup></u>		<u>\$84,022.36<sup>z</sup></u>		<u>\$95,296.25</u>
<b>DIVISION IV - FL Shelter 2</b>													
54)	Tree Trimming/ Removal	1	LSUM	\$0.00	\$0.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00
55)	Excavation, Grading, Site Prep	1	LSUM	\$2,188.00	\$2,188.00	\$2,350.00	\$2,350.00	\$3,625.00	\$3,625.00	\$3,609.46	\$3,609.46	\$8,000.00	\$8,000.00
56)	Play Structures FLP, Furnish & Install	1	LSUM	\$25,160.00	\$25,160.00	\$30,300.00	\$30,300.00	\$34,987.50	\$34,987.50	\$36,821.34	\$36,821.34	\$45,000.00	\$45,000.00
57)	Erosion Control, Silt Fence	300	Ft	\$1.35	\$405.00	\$1.50	\$450.00	\$0.50	\$150.00	\$1.74	\$522.00	\$5.00	\$1,500.00
58)	Construction Fencing	285	Ft	\$1.25	\$356.25	\$2.00	\$570.00	\$2.00	\$570.00	\$2.90	\$826.50	\$4.00	\$1,140.00
59)	Underdrain, 4 inch	200	Ft	\$2.00	\$400.00	\$5.00	\$1,000.00	\$2.25	\$450.00	\$12.18	\$2,436.00	\$10.00	\$2,000.00
60)	Aggregate Base, 4 inch	12	Syd	\$17.00	\$204.00	\$15.00	\$180.00	\$25.00	\$300.00	\$21.75	\$261.00	\$6.00	\$72.00
61)	Sidewalk, Conc, 4 inch	125	Sft	\$8.50	\$1,062.50	\$9.60	\$1,200.00	\$3.60	\$450.00	\$13.24	\$1,655.00 <sup>1</sup>	\$10.00	\$1,250.00
62)	Playground Edging	210	Ft	\$10.50	\$2,205.00	\$13.00	\$2,730.00	\$10.17	\$2,134.86 <sup>1</sup>	\$17.18	\$3,607.80	\$20.00	\$4,200.00
63)	Landscape Fabric	2520	Sft	\$0.16	\$403.20	\$0.15	\$378.00	\$0.16	\$398.16 <sup>1</sup>	\$0.29	\$730.80	\$0.65	\$1,638.00
64)	Turf Restoration	140	Syd	\$11.37	\$1,591.80	\$7.05	\$987.00	\$13.39	\$1,874.60	\$20.35	\$2,849.00 <sup>1</sup>	\$13.25	\$1,855.00
65)	Wood Chips, 12 inch Depth	280	Syd	\$8.27	\$2,315.60	\$15.00	\$4,200.00	\$13.73	\$3,844.40	\$14.60	\$4,088.00 <sup>1</sup>	\$16.00	\$4,480.00
66)	Bench	1	Ea	\$2,932.00	\$2,932.00	\$4,325.00	\$4,325.00	\$3,077.25	\$3,077.25	\$4,530.27	\$4,530.27	\$5,800.00	\$5,800.00
67)	Pic-Nic Table	1	Ea	\$1,289.00	\$1,289.00	\$1,550.00	\$1,550.00	\$1,324.00	\$1,324.00	\$2,208.37	\$2,208.37	\$2,300.00	\$2,300.00
68)	Trash Receptacle	2	Ea	\$613.00	\$1,226.00	\$775.00	\$1,550.00	\$570.00	\$1,140.00	\$1,124.46	\$2,248.92 <sup>1</sup>	\$1,400.00	\$2,800.00
69)	Watering & Cultivation	1	LSUM	\$250.00	\$250.00	\$1,350.00	\$1,350.00	\$500.00	\$500.00	\$2,227.20	\$2,227.20	\$1,200.00	\$1,200.00
TOTAL DIVISION IV					<u>\$41,988.35</u>		<u>\$54,920.00</u>		<u>\$55,825.77<sup>z</sup></u>		<u>\$68,621.66<sup>z</sup></u>		<u>\$84,435.00</u>
<b>DIVISION V - FL Shelter 3</b>													

Tabulation of Bids Received on June 13,2018  
**Ypsilanti Twp. Parks Play Structure Improvements**  
 City of Ypsilanti, Wayne County, State of Michigan  
 OHM Job No.: 0098-18-0030

Play Environments  
 563 College Ave  
 Holland, MI 49423

Great Lakes Recreation  
 39 Veterans Drive, Suite 310  
 Holland, MI 49423

Playworld Midstates  
 2127 112th Ave  
 Holland, MI 49424

Michigan Recreational  
 Construction  
 1091 Victory Drive  
 Howell, MI 48843

Simone Companies  
 6816 19 1/2 MI Road  
 Sterling Heights, MI 48314

Item No.	Description	Estimated Quantity	Phone: 616-395-2565		Phone: 616-499-7400		Phone: 616-393-8601		Phone: 517-545-7122		Phone: 586-254-0690		
			Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price
70)	Tree Trimming/ Removal	1	LSUM	\$300.00	\$300.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00
71)	Excavation, Grading, Site Prep	1	LSUM	\$2,188.00	\$2,188.00	\$2,350.00	\$2,350.00	\$3,625.00	\$3,625.00	\$4,071.60	\$4,071.60	\$8,000.00	\$8,000.00
72)	Play Structures FLP, Furnish & Install	1	LSUM	\$25,160.00	\$25,160.00	\$30,300.00	\$30,300.00	\$34,900.00	\$34,900.00	\$36,821.34	\$36,821.34	\$45,000.00	\$45,000.00
73)	Erosion Control, Silt Fence	300	Ft	\$1.35	\$405.00	\$1.50	\$450.00	\$0.50	\$150.00	\$1.74	\$522.00	\$5.00	\$1,500.00
74)	Construction Fencing	285	Ft	\$1.25	\$356.25	\$2.00	\$570.00	\$2.00	\$570.00	\$2.90	\$826.50	\$4.00	\$1,140.00
75)	Underdrain, 4 inch	150	Ft	\$2.00	\$300.00	\$5.00	\$750.00	\$2.25	\$337.50	\$12.18	\$1,827.00	\$10.00	\$1,500.00
76)	Aggregate Base, 4 inch	39	Syd	\$17.00	\$663.00	\$15.00	\$585.00	\$7.69	\$299.91	\$22.31	\$870.09 <sup>1</sup>	\$6.00	\$234.00
77)	Sidewalk, Conc, 4 inch	188	Sft	\$8.50	\$1,598.00	\$9.60	\$1,804.80	\$2.39	\$450.00	\$12.53	\$2,355.64 <sup>1</sup>	\$10.00	\$1,880.00
78)	Playground Edging	210	Ft	\$10.50	\$2,205.00	\$13.00	\$2,730.00	\$10.17	\$2,134.86 <sup>1</sup>	\$17.18	\$3,607.80	\$20.00	\$4,200.00
79)	Landscape Fabric	2520	Sft	\$0.16	\$403.20	\$0.15	\$378.00	\$0.16	\$398.16 <sup>1</sup>	\$0.29	\$730.80	\$0.65	\$1,638.00
80)	Turf Restoration	140	Syd	\$11.37	\$1,591.80	\$7.05	\$987.00	\$13.39	\$1,874.60	\$19.24	\$2,693.60 <sup>1</sup>	\$13.25	\$1,855.00
81)	Wood Chips, 12 inch Depth	280	Syd	\$8.27	\$2,315.60	\$15.00	\$4,200.00	\$13.73	\$3,844.40 <sup>1</sup>	\$14.60	\$4,088.00 <sup>1</sup>	\$16.00	\$4,480.00
82)	Bench	1	Ea	\$2,932.00	\$2,932.00	\$4,325.00	\$4,325.00	\$3,077.25	\$3,077.25	\$4,530.27	\$4,530.27	\$5,800.00	\$5,800.00
83)	Pic-Nic Table	1	Ea	\$1,289.00	\$1,289.00	\$1,550.00	\$1,550.00	\$1,324.00	\$1,324.00	\$2,208.37	\$2,208.37	\$2,300.00	\$2,300.00
84)	Trash Receptacle	2	Ea	\$613.00	\$1,226.00	\$750.00	\$1,500.00	\$570.00	\$1,140.00	\$1,124.46	\$2,248.92 <sup>1</sup>	\$1,400.00	\$2,800.00
85)	Watering & Cultivation	1	LSUM	\$500.00	\$500.00	\$1,350.00	\$1,350.00	\$500.00	\$500.00	\$2,227.20	\$2,227.20	\$1,200.00	\$1,200.00
TOTAL DIVISION V					<u>\$43,432.85</u>	<u>\$55,029.80</u>	<u>\$55,625.68<sup>2</sup></u>	<u>\$69,629.13<sup>2</sup></u>	<u>\$84,727.00</u>				
<b>TOTAL BID AMOUNT:</b>					<u>\$294,883.26</u>	<u>\$346,209.95</u>	<u>\$353,042.58<sup>3</sup></u>	<u>\$489,451.16<sup>3</sup></u>	<u>\$524,087.90</u>				

CORRECTIONS

- 1 Bidder's multiplication error was corrected.
- 2 Bidder's summation error was corrected.
- 3 Bidder's total was adjusted to reflect corrections.

# OTHER BUSINESS

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