

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

March 5, 2019

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MARCH 5, 2019

5:00pm

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

1. DISCUSSION ON RUTHERFORD POOL BATHHOUSE DONATION
.....SUPERVISOR STUMBO
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

February 25, 2019

Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

- Re: 1. Receipt and Review of Documents Pertaining to the “Rutherford Pool Boathouse Campaign” and Request for Additional Financial Assistance from the Township from Representatives of the “Friends of Rutherford Pool Board”**
- 2. Copies of Previous Relevant Documents Pertaining to the Township’s “Partnership Agreement” with the City of Ypsilanti When the City was in Charge of the Rutherford Pool Which can be Utilized as a Potential Template or Reference Point if the Township Decides to Enter Into Another Partnership Agreement with the Friends of the Rutherford Pool Board**

Dear Board Members:

This will confirm that earlier today I received from Township Supervisor Brenda L. Stumbo a copy of an email from John Weiss, a member of the “**Friends of Rutherford Pool Board**” wherein he is requesting of the Township financial assistance as part of the ongoing renovations of the bathhouse at the Rutherford Pool. As stated in the email from Board Member Weiss (a copy of said email and other attachments being enclosed), his Board is “...**in the final phase of fundraising with a challenge to ‘raise \$50,000 by March 7’ which would qualify us for a match of \$50,000 from the MEDC.**”

While I am not sure as to what specific financial amount he is requesting of the Township (somewhere between **\$2,500 - \$5,000?**), before the Township could make such a financial contribution there would need to be in place some type of a contract as required by the Michigan Attorney General’s Office as well as the Township Auditor. I have attached by way of background a number of

Township Board
Re: Rutherford Pool
February 25, 2019
Page 2

documents going back to 2004 wherein the Township, at that time, agreed to fund **\$6,000 "...towards the operation of Rutherford Pool."** In that regard, please find enclosed a copy of the **June 9, 2004** letter from then Township Clerk Brenda L. Stumbo along with a copy of the **"Partnership Agreement"** as well as the Work Session Minutes from **April 20, 2004** entitled **"Rutherford Municipal Pool Partnership"** along with an **April 27 Memorandum** from former Recreational Director Art Serafinski as well as a letter from then Ypsilanti Assistant City Manager Shannon Stumbo Bellers concerning this partnership. Finally, enclosed is also a copy of my letter dated **June 9, 2004**.

In any event, the Township has been a very strong and supportive partner of the Rutherford Pool campaign however, if the Township is going to be asked to contribute additional financial support, then there must be some type of a contract that is entered into between the parties as was done back in 2004. It is my understanding that this item may be placed on one of the Township Board's upcoming work sessions but in any event I wanted to take a moment and provide you with copies of what we did back fifteen years ago.

If after review of this correspondence and attachments you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

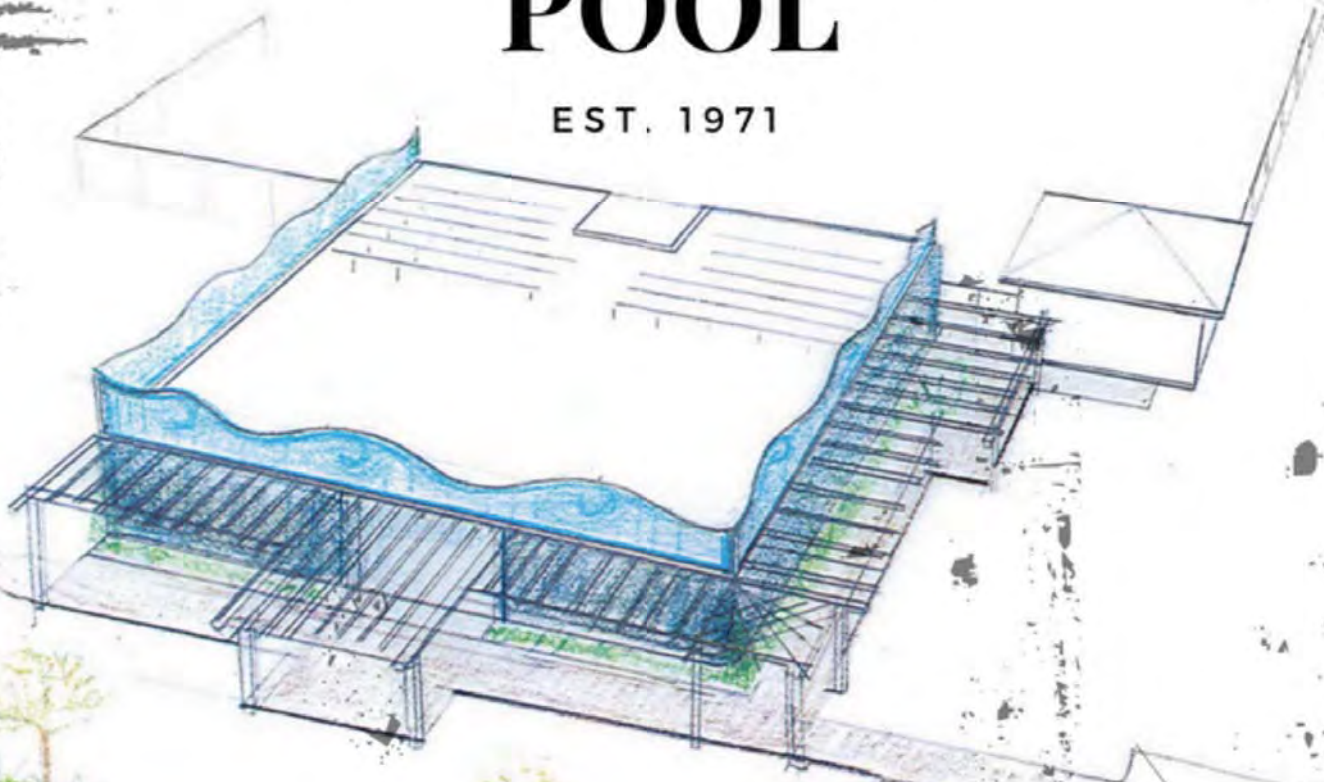
/js

cc: Trustees
Javonna Neel
Rana Emmons
Dennis O. McLain

Ypsilanti's Community Pool

RUTHERFORD POOL

EST. 1971



CONCEPT DRAWING ~
SHADE STRUCTURES and
FACADE TREATMENT

Why Renovate the Bathhouse at Rutherford Pool?

When Rutherford Pool was constructed in 1971, it was envisioned as resource for the entire Ypsilanti Community. Even the pool's location was a collaborative process, led by then Parks and Recreation Commissioner, Jesse A. Rutherford.

Over the past 47 years, Rutherford Pool has been a safe and friendly place for friends and families from every part of the community to gather on warm summer days. However, not only is the pool a wonderful social outlet for the community, but it also serves an important summertime educational and programming role.

Some of the 2017 Rutherford Pool highlights are:

- ❖ Over 19,000 pool visits including many special-needs community members
- ❖ 350 plus community members – from toddlers to adults—participated in swim lessons
- ❖ Partnered with Ypsilanti Community Schools & Ypsilanti Library to provide free pool passes to youth
- ❖ Participated in the Food Gatherer's Meet Up, Eat Up program
- ❖ Held our 6th annual Kid's Triathlon with support from Kiwanis Club of Ypsilanti

The Ypsilanti Community is rich in diversity and if you have ever spent an afternoon at the pool, you would know that it serves our entire community, across the socioeconomic, ethnic and age spectrums. This is an accomplishment that we should all ***celebrate!***

The Need

Now after 47 years of this wonderful resource providing great service to the community, it needs our help.

If you have visited the pool you have seen our aging and worn bathhouse. What you have likely noticed are the cracked walls and floors, peeling paint and poor lighting. But what you do not see is the failing plumbing, heating and cooling and outdated electrical and mechanical systems.

Through the tireless effort of pool employees and volunteers the bathhouse has been "patched" together year after year for over a decade and the time to address these issues is now.



The Path Forward

On March 1, 2018 a two year **Bathhouse** 2.0 community fundraising campaign will be initiated by the Friends of Rutherford Pool Board, in collaboration with the Bathhouse 2.0 Campaign Committee*.

The purpose of the campaign is to secure funding to repair and update the many issues that we have with our aging structure which has been in use for almost 50 years, with few capital improvements over the decades

To begin this process, in the fall of 2016, the pool board held a community meeting to discuss the ideas to include in a newly renovated bathhouse. The discussion was thoughtful and wide-ranging, giving the board a blueprint for a future renovation. Some of the topics discussed at the town hall included: improved lighting, seating and locker space, installation of solar power, the addition of gender neutral and family changing rooms and installing an outdoor concrete ping pong table.

The board's priority is to keep the community input in the forefront of our decisions, while addressing the bathhouse's significant structural and mechanical issues. We believe that both missions have been accomplished!

Some of the improvements we will target are:

Interior

- Update men's & women's locker rooms
- Reconfigure internal floor plan to include 2 gender neutral/family bathrooms
- New flooring
- New sink/bathroom fixtures
- New bench seating
- Installation of lockers
- Newly configure storage areas
- Re-do/replace electrical and plumbing, both updates and to accommodate new floor plan

Exterior

- Purchase and installation of rooftop solar panels
- Re-do roof (65' X 70')
- Pergola structure at pool entrance for shading
- Design feature around top of building



We Can Do This!

| Building Budget | |
|----------------------------|------------------|
| GC | \$41,425 |
| Demolition | \$43,600 |
| Concrete | \$19,200 |
| Masonry | \$40,900 |
| Metals/Wood/Plastic | \$42,950 |
| Roofing | \$68,325 |
| Doors and Windows | \$50,500 |
| Finishes | \$29,800 |
| Specialties | \$52,500 |
| HVAC | \$20,000 |
| Electrical | \$56,000 |
| Plumbing | \$94,000 |
| Engineering and Permitting | \$12,800 |
| Total | \$600,000 |

| Projected Gift Table | |
|---------------------------------|---------------------|
| Grants | \$400,000.00 |
| Corporation Gifts | \$30,000.00 |
| Individuals Donations | \$90,000.00 |
| Municipal Contributions | \$65,000.00 |
| FoRP | \$15,000.00 |
| Total Gift Expectancies: | \$600,000.00 |
| Campaign Goal: | \$600,000.00 |



| Campaign Calendar | |
|-------------------|--|
| April 2018 | Bathhouse 2.0 Campaign Launch and start of Patronicity Crowdfunding Campaign |
| June 2018 | End of Patronicity Crowdfunding Campaign |
| August 2018 | Pool deck fundraiser |
| 2019 | Start the renovation project |

Support the Bathhouse 2.0 Campaign!

There are many ways to support this effort:

- Go online to www.forpool.org and click donate to make a credit or debit card contribution
- Participate in the Bathhouse 2.0, Patronicity matching crowdfunding campaign [www. Patronicity.com](http://www.Patronicity.com)
- ***Mail your contribution to:***
- John Weiss
1206 Pearl St.
Ypsilanti, MI 48197

Other giving options are also available:

- Charitable IRA Rollover contribution (over 70 ½ years of age)
- Stock Transfer
- Bequest intentions
- Estate gifts

If you would like to discuss your giving with a FoRP Board Member, please contact:

Jeff Guyton John Weiss
(734) 239-4624 or (734) 649-1266



Bathhouse 2.0 Campaign Committee

Tom Butman, Rep. Ronnie Peterson, Shamar & Melanie Heron, Amyleigh Johnson & Ryan Tamblyn, Regan Parker (H3 Fit), Dennis Norton, Susan Gregory, Sarah Borgstad, Eric Maes, Mike Nix

Friends of Rutherford Pool Board

Erica Bloom, Rebecca Bowman, Jessica Faul, Jeff Guyton, Naaja Graham, Beth Hill, Louie Weir, Eric Moore, Joel Rutherford, Lisa Wozniak, John Weiss



Bathhouse 2.0

Naming Opportunities

Building

- Entire Bathhouse- \$100,000
- Men/Woman's Locker Rooms - \$25,000/each
- Family/Gender Neutral Changing Rooms - \$10,000/each
- Pool Office - \$10,000

Founder's Wall

- \$500-\$999 - Water Wings
- \$1,000-\$2,499 - Pool Noodle
- \$2,500-\$4,999 – Kick Board
- \$5,000 – Life saver



Rutherford Pool Bathhouse Renovation Budget

| DIVISION | DESCRIPTION | TOTAL |
|---------------------------------|---|------------------|
| 1. GENERAL CONDITIONS | Permits, labor | 72,276 |
| 2. DEMOLITION: | Exterior, interior, plumbing, electrical, roof | 43,600 |
| 3. CONCRETE: | Exterior, interior, footings | 19,200 |
| 4. MASONRY | New interior walls | 41,000 |
| 5. METALS | Lintels at bearing walls | 3,400 |
| 6. WOOD/PLASTIC | Trellis assembly, trim, roof | 39,550 |
| 7. THERMAL/MOISTURE | Roof insul, single-ply roofing | 68,325 |
| 8. DOORS/WDWS | Alum. Storefront w/ doors | 50,500 |
| 9. FINISHES | Seal concrete slab, trim, painting | 34,300 |
| 10-13. SPECIALTIES | Restroom accessories, partitions, lockers cabinets | 55,500 |
| 14. PLUMBING | Rework water/sanitary/vent/storm lines, fixtures, water heaters | 104,000 |
| 15. HVAC | Exhaust Fans & Ductwork | 20,000 |
| 16. ELECTRICAL | Light fixtures | 56,000 |
| | | |
| Subtotal | | \$607,651 |
| Contractor's Profit | @ 5.5% | \$33,421 |
| Contingency | | \$21,000 |
| Total construction cost: | | \$662,072 |
| | | |
| Misc. fees: | | |
| Architectural/engineering fees | | \$38,464 |
| | | |
| GRAND TOTAL | | \$700,536 |

| Revenue Sources | | |
|--|---------------------------------|----------------------|
| Michigan DNR Land Water Conservation Grant | Granted | \$ 300,000.00 |
| Buhr Family Foundation | Granted | \$ 45,000.00 |
| James A. and Faith Knight Foundation | Granted | \$ 35,000.00 |
| Ralph C. Wilson Foundation | Granted | \$ 125,000.00 |
| City of Ypsilanti | Committed | \$ 25,000.00 |
| Patronicity Crowd Fundraising | Now occurring through March 7th | \$ 50,000.00 |
| Patronicity Match | | \$ 50,000.00 |
| Individuals, Businesses, Other | In Process | \$ 50,000.00 |
| Washtenaw County Support | Secured | \$ 20,000.00 |
| TOTAL | | \$ 700,000.00 |



McLain & Winters <mcwinlaw@gmail.com>

Fwd: Rutherford Pool Bathhouse Campaign

2 messages

Brenda Stumbo <bstumbo@ytown.org>
To: Doug Winters <mcwinlaw@gmail.com>
Cc: Tammie Keen <tkeen@ytown.org>

Mon, Feb 25, 2019 at 11:19 AM

Doug, by having a scholarship for our residents is this a way for township to support the pool, we were thinking \$2,500 or \$5,000. City donated \$25,000. Your thoughts would be appreciated.

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

From: "weissjk555" <weissjk555@gmail.com>
To: "Brenda Stumbo" <bstumbo@ytown.org>
Cc: "ronniepeterson123" <ronniepeterson123@gmail.com>
Sent: Friday, February 8, 2019 12:48:46 PM
Subject: Rutherford Pool Bathhouse Campaign

Hi Brenda

I know Ronnie spoke with you this week about our on-going efforts to raise money and renovate the bathhouse. We are so grateful for you considering if the Township could assist. We raised \$300,000 last year and received a matching grant of \$300,000 from the State Land Water Conservation Fund.

We are now in the final phase of fundraising with a challenge to *raise \$50,000 by March 7th* which would qualify us for a match of \$50,000 from the MEDC. The final phase is being run on-line through the Patronicity <https://www.patronicity.com/project/bathhouse_20#!/> site.

I know you are still interested in learning what we can do for Township residents on scholarships for pool passes/lessons. This coming season we will have \$10,000 to help provide scholarships for family and individual passes and youth swim lessons. As we did last year, we considered need (through a very simple on line google survey) and then provided support on a first come/first serve basis. Township residents (as last year) will be able to apply for these need based scholarships this year.

Finally I am attaching the case statement and budget for the bathhouse project. Please let me know if you need anything else to consider Township support.

- John Weiss

--

Brenda L. Stumbo
Ypsilanti Township Supervisor
(734)481-0617

Ypsilanti Township Homepage - <https://ytown.org>

2 attachments



Grant Budget Rutherford Bathhouse Overview January 2019.pdf
190K



Bathhouse 2.0.pdf
10005K

Brenda Stumbo <bstumbo@ytown.org>

Mon, Feb 25, 2019 at 11:23 AM

To: Karen Lovejoy Roe <klovejoyroe@ytown.org>, Lisa Stanfield <lstanfield@ytown.org>
Cc: Larry Doe <lroe@ytown.org>, Doug Winters <mcwinlaw@gmail.com>, Tammie Keen <tkeen@ytown.org>

Karen could we discuss this at work session? Doug is researching if we could contribute since they provide scholarships for our residents, they are looking for a commitment without formal action and I'm not comfortable without board discussion. I believe last time we had actual lessons for our residents when Art was here and it was done through a contract which is required per our attorney.

Anyway, if we could discuss and get attorney to agree it is possible again then we can work out logistics later. I was thinking \$2,500 or \$5,000. Brenda

[Quoted text hidden]

2 attachments



Grant Budget Rutherford Bathhouse Overview January 2019.pdf

190K



Bathhouse 2.0.pdf

10005K



KAREN LOVEJOY ROE
SUPERVISOR
BRENDA L. STUMBO
CLERK
LARRY J. DOE
TREASURER

Phone: (734) 544-3800
Fax: (734) 544-3888
Senior Office: (734) 544-3838
TDD: (734) 544-3868

"Placing Residents First"

Recreation Department ~ Community Center

TRUSTEES:
GEORGE BEAUDETTE
JEAN HALL CURRIE
WILLIAM GAGNON
DEE SIZEMORE

2025 East Clark Road
Ypsilanti, MI 48198

www.twp.ypsilanti.mi.us

Memorandum

TO: Brenda Stumbo, Township Clerk

CC: Karen Lovejoy Roe, Township Supervisor
Tammie Keen, Deputy Clerk
Brett St. Pierre, Residential Services Director
Shannon Stumbo Bellers, Asst. City Manager, City of Ypsilanti

FROM: Art Serafinski, CPRP, CPSI, Recreation Director

SUBJECT: Board Agenda Item: Rutherford Municipal Pool Partnership

DATE: April 27, 2004

As a follow up to the questions raised at the Board work session held Tuesday, April 20, 2004, I met with Shannon Stumbo Bellers again to discuss the specifics of our use of Rutherford Pool and other collaborative efforts that will benefit both of our communities. I have also included correspondence from Shannon detailing our pool use as well as our use of City athletic fields for our baseball and soccer programs.

As you will see by the enclosed correspondence, Township (and County) residents will be charged a flat fee for the use of Rutherford Pool (level of savings for Township residents range from \$15.00 - \$50.00 per resident for lessons and season passes). The City will also honor scholarships for use of the pool by Township residents (\$70.00 - \$120.00 potential savings per Township Family). The Township will have the flexibility to use the pool for our day camp program and senior water aerobics. We will also work together to program special events at the pool.

In regards to the use of the cities athletic fields, the Township will have the ability to schedule practices on City fields at no cost (daily rates range from \$55.00 - \$105.00). Based on the potential use by Township teams, the overall value could easily exceed \$20,000.

Our in-kind contribution to this partnership would include promotion to our residents, selling season passes and drop-in cards, coordinating special programs, and sharing athletic field maintenance beyond mowing as needed. We would also continue to work together on programs and services that would mutually benefit the entire Ypsilanti Community.

In regards to liability, I contacted Judy Thomson-Torosian from Meadowbrook Insurance and asked her if the Township would realize any additional liability if we were to contribute funding towards the pool. Ms. Torosian indicated that since we were simply contributing funding towards the operation of the pool and not staffing or operating it, we would not experience any increased liability. We would also have the same coverage as we currently do for any of our recreation programs that use the pool.

We believe this collaboration is a positive step for both of our communities, and the beginning of future joint arrangements that will benefit the entire Ypsilanti Area.

Based on this information and the information submitted at the April 20, 2004 Board meeting, I respectfully request that you approve funding in the amount of \$6,000 towards Rutherford Pool.



City of Ypsilanti

Parks & Recreation Department

April 27, 2004

Mr. Art Serafinski, Director
Ypsilanti Township Recreation
2025 East Clark Road
Ypsilanti, Michigan 48197

Dear Art,

Thank you for meeting with me again to discuss the potential partnership between the City of Ypsilanti Parks & Recreation Department and Ypsilanti Township. I am extremely pleased to have this opportunity for the City to work closer with you and your department and am confident that the greater Ypsilanti community will benefit from the collaboration.

The City's Rutherford Pool is currently scheduled to open Friday, June 11 at 1:00 PM. This was made possible by the overwhelming support of the resident-driven Friends of Rutherford Pool (FOR-Pool) group, which included residents from both the City and Township jurisdictions. Private donations and fundraising events secured almost \$23,000 towards a challenge grant awarded by the Ann Arbor Area Community Foundation and Ypsilanti Community Fund for \$25,000. In addition to the foundation funds, private donations and fundraisers, the Ypsilanti Housing Commission secured grant funds to provide scholarships for family season passes to public housing residents and youth swim lessons. The Housing Commission grant helped the City's match requirement for the foundation grant. The City has maintained general fund support for all utilities and cleaning services associated with the pool operations.

Ypsilanti Township's financial partnership of \$6,000 would enable a pool schedule that supports additional family swim hours and related activities beyond the basic (and reduced) operations schedule implemented in 2003.

Management and operations of the pool is very important to the City. In order to ensure the best season operations, the City has recruited seasoned employees for the 2004 schedule. The manager for the 2004 season will be Eric Rudolph. Mr. Rudolph has served as manager for the City's pool for a number of years/seasons and I am confident that he can lead the operations for the upcoming season. Mr. Rudolph was also employed by the Township Recreation Department in a variety of capacities. We are also pleased to welcome back Bonnie Cervantes to the pool team.

City Recreation Commissioner Kerry Winkelseth will act as the liaison between the pool staff, FOR-pool group and the City Recreation Commission. Ms. Winkelseth provided weekend management of the facility in the 2003 season and is currently a certified lifeguard and Red Cross WSI certified. Ms Winkelseth will assist again this year with staff training and guard duties as needed.

Although a formal arrangement is not currently in place, the City Parks & Recreation Department has provided in-kind benefits to the Township Recreation Department and Township residents. While not officially assigned to City parks recently by your Department, Township-sponsored youth soccer leagues have used Frog Island Park and Recreation Park for soccer practices and Township-sponsored youth baseball teams have used Prospect Park for baseball practices. During the 2003 pool season, staff at Rutherford Pool provided 100% scholarships to several Township resident families for family season passes when there was a demonstrated need. This informal in-kind partnership provided more than \$5,000 to Township residents.

A formal working relationship would enable both Recreation Departments to schedule program use, increase marketing efforts, and address maintenance and other related issues that will in turn provide improved service to both communities.

If a partnership with the Township were formalized, the Township resident benefits at the pool could include:

- a. Level fee schedule to all Ypsilanti residents for Rutherford Pool admission, classes and season passes (\$15-50 potential savings per Township resident)
- b. Formal scholarship eligibility to Township residents for Rutherford Pool (\$70-120 potential savings per Township family)
- c. Scheduled pool use for Township day camps (new arrangement)
- d. Increased pool programming schedule to incorporate senior aqua aerobics, masters swim classes, and family related event(s) (new arrangement)
- e. No change in status of liability insurance – the City would continue to cover 100% of risk associated with the pool operations

The City currently charges \$105.00 per scheduled day of use in the City parks. However; the City typically works with organizations when the request extends over a period of time. If the City provided the resident discounted rate of \$55.00 per scheduled day, the overall value to the Township based on proposed use would be \$22,550.

- a. Frog Island Park soccer league practices: Monday through Friday from April through June and August through October for a total use of approximately 130 dates.
- b. Recreation Park soccer league practices: Monday through Friday from April through June and August through October for a total use of approximately 130 dates

- c. Prospect Park youth baseball practice: Monday through Friday from mid-April through July for a total use of approximately 75 dates.
- d. Water Works Park youth baseball practice: Monday through Friday from mid-April through July for a total use of approximately 75 dates.
- e. Parkridge Park youth baseball practice: Monday through Friday from mid-April through July for a total use of approximately 75 dates.
- f. Candy Cane / Recreation Park baseball fields – use dependent on schedule / arrangement with Ypsilanti American Little League

In our discussions, you indicated that in-kind investment for partnership from the Township could include:

- a. Selling season passes from the Recreation Center on Clark Road
- b. Including Pool information in Township marketing efforts and resident mailings
- c. Selling "Drop In" pool cards from the Recreation Center on Clark Road
- d. Coordinating special programs such as senior aqua aerobics
- e. Sharing with field maintenance beyond regular mowing (ie: lining fields for use)

I look forward to finalizing a partnership arrangement with you. I believe this is the beginning of what can prove to be an amazing collaboration for the entire Ypsilanti community.

Please contact me with any questions or concerns.

Sincerely,



Shannon Stumbo Bellers
Assistant City Manager

- c: Karen Lovejoy Roe, Ypsilanti Township Supervisor
- Brenda Stumbo, Ypsilanti Township Clerk
- Larry Doe, Ypsilanti Township Treasurer
- Ypsilanti Township Board of Trustees
- Edward B. Koryzno, Jr., City Manager

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APRIL 20, 2004 WORK SESSION MINUTES
PAGE FOUR**

dock on Ford Lake, someone would have to have 70' of frontage. Clerk Stumbo added that the Water Conservation Advisory Commission would be doing a mailing to residents in the area. Discussion followed.

2. **2ND READING RESOLUTION NO. 2004-7, ORDINANCE NO. 2004-334,
MARINA & PUBLIC LAUNCH ACCESS ZONING ORDINANCE (1st reading
held at the April 6, 2004 Regular Meeting)**

NEW BUSINESS

1. **RUTHERFORD MUNICIPAL POOL PARTNERSHIP**

Art Serafinski, Recreation Director stated that over the past several months, they had been working very hard to collaborate more closely with the Washtenaw County Parks & Recreation Commission and the City of Ypsilanti. They had been meeting and during that time, the Township was approached by the City of Ypsilanti to look at the possibility of helping fund the Rutherford Pool for 2004. He explained that there had been a contingency of both City and Township residents who had been working very hard to raise funds and approximately one month ago, all the interested parties sat down to discuss the possibility of keeping the pool open. There were many questions on how the pool would run and if the Township did help fund it, what they would receive. After the meeting, Shannon Stumbo met with the Recreation Management Team to discuss different ways the Township could help promote the pool to Township residents. Mr. Serafinski explained that Township residents would be able to utilize the pool at the same rate as City residents, there would be no non-resident fees. Donna Lee Hornyak was very interested in being able to offer exercise classes for the seniors, which Shannon was willing to work with the Township on. The Township would also be able to bring the day camps there and do special events that would cater to Township residents. He added that they also looked at the possibility of helping the City promote the pool, selling daily passes and season passes out of the Community Center. Mr. Serafinski stated that there were no aquatic facilities to speak of in the Township and typically in the past, if they were able to get through to the various entities in the Township such as the Willow Run or Ypsilanti Schools pool, they would put their information in the Township brochure. He stated that they all believed this could be the start of a good working relationship, where they could promote it throughout the community and

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 20, 2004 WORK SESSION MINUTES
PAGE FIVE**

it could benefit Township residents. They also looked at it as a good opportunity to help the collaboration efforts between the three municipalities, for future projects.

Mr. Serafinski explained that after looking at everything and talking with the County, the Recreation Department thought it would be a good idea to help sponsor the pool in the amount of \$6,000.00 for a one-year term, contingent upon everything listed in the letter and upon the County's support. They believed that by doing it for one year, they could get some of the data they currently did not have. The potential for Township residents using the pool was there, but they didn't have concrete numbers. In the past, the City never took a standing count on who used the pool. It would provide something to the Township that they could not provide on their own, as well as an opportunity to have a say, and to analyze and monitor it. If it did not work out, the Township would not have to do it again. He felt it would be a small investment that could provide a wealth of good to the community.

Supervisor Roe stated that the process actually started with Township residents who called saying they wanted to have a meeting and that they were participants of the Friends of the Pool group. She explained that before she and Treasurer Doe agreed to meet with them, they made contact with Mr. Serafinski to see if it was something he felt might be worth investigating. She explained that she and Treasurer Doe met with them. The County then approached the Township about supporting it and working out an agreement. Treasurer Doe explained that it was his understanding that the County did not have enough people present at the last Park Commission meeting, and that they would bring it back to the next meeting. He felt if the Township Board passed it, it should be contingent on the County passing it as well.

Trustee Currie stated that she read Mr. Serafinski's letter. She asked about the percentage of Township residents who used the pool. Mr. Serafinski responded that they didn't know because those figures were not kept. Supervisor Roe explained that she distributed figures to the Board a couple of weeks ago. She wasn't sure of the exact figures, but she believed the figures were 35% and 45%, for lessons and season passes, or vice versa. They didn't have records on daily passes. Discussion followed. Mr. Serafinski explained that the pool was somewhat of a hidden secret. It had never really been marketed. With the Township's ability to market, they thought they could show a lot of residents that

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 20, 2004 WORK SESSION MINUTES
PAGE SIX**

this pool existed. The Recreation Department gets hundreds of calls per summer, asking about outdoor pools. To date, they only tell people about Rolling Hills.

Clerk Stumbo explained that her concern was that the Township cut Recreation by \$120,000.00 because of their financial situation. She asked if the \$6,000.00 would be for Township residents to use the pool. Mr. Serafinski replied that they would work at getting their money out of the pool. Clerk Stumbo asked if the Township would be paying for their residents to use the pool, to help the viability, then hopefully expand that base so more residents of the Township knew about it. Mr. Serafinski responded that that was one of the goals for the first year, but it was key to find out how many Township residents used it. Clerk Stumbo asked if it was a fair statement to say that it would be a program the Township was running for our residents. Supervisor Roe responded that they told the City that under the Township's statutory responsibilities, as in the Heritage Festival, the Township had to have a contract, saying they were purchasing services for their residents. She stated that they made it absolutely clear that they would be purchasing, for their contribution, the right of Township residents to use the pool at the same rate, to take lessons at the same rate, and receive the same rate as City residents for any other programs they do there. Mr. Serafinski stated that there would also be special days for Township residents. Clerk Stumbo asked if that was so the Township would pay for many children and families to use the pool. Discussion followed. Clerk Stumbo stated that the way she would vote for it was if the Township was purchasing and guaranteeing the City of Ypsilanti \$6,000.00 in revenue, and give Township residents the opportunity to swim. Supervisor Roe explained that they had agreed to give Township residents the same rate as City residents, and to allow Mr. Serafinski to do some programming there.

Trustee Sizemore asked if the item could be tabled until more information could be brought forward. Trustee Currie agreed. Trustee Sizemore stated that she wouldn't mind approving it, if it would be worthwhile to Township residents. Supervisor Roe stated that the information given to the Board was all they had so tabling to get more information wouldn't help. Discussion followed regarding keeping records of how many Township residents used the pool.

Mr. Serafinski stated that he understood what Clerk Stumbo was saying, but that wasn't what was proposed in the meetings. Part of the process would be that Township residents would not be charged the non-resident fee which would use

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 20, 2004 WORK SESSION MINUTES
PAGE SEVEN**

some of the money, there would be some free time in the pool, it would open the door for future collaboration and give the ability to advertise, hopefully increasing numbers for the pool. He added that the payment would be made in two installments. The Board could possibly add a clause that after the first installment, if none of these things were met, or at any time, the agreement would be null and void.

Discussion followed regarding the pool and possible transportation for residents.

Treasurer Doe stated that he was under the impression that there was a lot of free swimming. He felt that was part of the reason the City was not making any revenue. If that was true, a lot of Township residents should get to go in free. Mr. Serafinski stated that the City didn't actually say that, but they did have a scholarship program that had no fees and the rules were not very strict. Clerk Stumbo asked why Ypsilanti Township residents should pay for City residents to swim free. Discussion followed.

Trustee Currie asked if the item could be tabled until more information could be brought back to the Board.

Mr. Serafinski stated that the group had raised enough money to open the pool. With the amount of money they had, it would mean either a short season or less hours per day of operation, but they were going forward. The additional money from the Township and the County would enable them to expand hours during the day. The first payment would be due May 14th if the Board authorized it.

Clerk Stumbo stated that if the Board approved the \$6,000.00 and ran it like a program through the Township, she could see supporting that. She felt the greatest gift you could give a child was swimming lessons, they were crucial to our young people. If there was some way through the camps that they could give swimming lessons to our residents, that would be a great investment. Discussion followed regarding swimming lessons and bussing residents to the pool.

Treasurer Doe asked Mr. Serafinski if he felt this was something the Township should do. Mr. Serafinski responded that he felt it was a viable thing to do. Clerk Stumbo raised good questions and he didn't have a problem getting answers to them. He felt it was imperative that the Township have the ability and flexibility to provide recreational opportunities for those that normally could not afford them. Discussion followed. Supervisor Roe stated that she thought what the Board

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 20, 2004 WORK SESSION MINUTES
PAGE EIGHT**

wanted Mr. Serafinski to do was to see if the City would be open to some other uses of the \$6,000.00, other than keeping the payments the same for City and Township residents, the day camp going there and Mr. Serafinski doing some programming. Clerk Stumbo added that once the Township advertised, it should increase revenue.

Arloa Kaiser, 1421 Melvin stated that the Township was cutting \$120,000.00 from recreation, but didn't know how many residents actually used the pool. She asked if they could service more Township children with the \$6,000.00 in some of the other programs. Mr. Serafinski responded that the \$120,000.00 cut was what he recommended for the budget, but it was less, based on what they actually spent last year. He explained that the Township already had a scholarship program in place, which was advertised heavily. They received a large number of applications. He felt that some of the cuts in the Recreation budget had made the Department run more efficiently. To date, there were a few programs that were cut, such as the fireworks, but the core programs were still there. They were working more diligently to find alternative ways to offer programs, where it was not a direct cost from the budget.

Clerk Stumbo explained that she would support the \$6,000.00 to help parents and children learn how to swim. It would show cooperation with the City of Ypsilanti to keep the pool open and viable. She stated that recreation was a passion for her, but as a Board member, she was elected to watch out for Township taxpayers. They needed to make sure they benefit that amount, but at the same time, assisting the City with having the pool open one more year, to try to increase participation. Mr. Serafinski responded that they would also try to collaborate with the City in using other facilities. It would be a one-year trial with the pool. It could be monitored and hopefully, there could be enough clauses in the agreement that if it did not meet expectations, it would become null and void.

Clerk Stumbo asked about liability. Mr. Serafinski responded that it was his understanding that it was all the City's liability, because they were running the pool. Brett St. Pierre, Residential Services Director explained that there may be some liability on the Township's part, because they were marketing the pool and providing people a way to get there, etc. Supervisor Roe added that they needed to make sure if they did the motion, that it was contingent on County participation.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 20, 2004 WORK SESSION MINUTES
PAGE NINE**

Clerk Stumbo added that there should be a contract. Mr. Serafinski responded that it was his understanding that the County was supposed to draft the contract. Discussion followed. Mr. Serafinski clarified what information he would need to obtain for the Board.

The Board agreed to table the issue until Mr. Serafinski could bring back more information.

2. **1ST READING RESOLUTION NO. 2004-18, PROPOSED ORDINANCE NO. 2004-337, REQUEST TO REZONE VACANT PROPERTY ON GREENLAWN – K-11-11-332-011 FROM B-3 (GENERAL BUSINESS) AND P-1 (PARKING) TO R-5 (SINGLE FAMILY RESIDENTIAL)**

Clerk Stumbo stated that the rezoning was consistent with the Master Plan, and the Planning Commission had approved it.

3. **1ST READING PROPOSED ORDINANCE NO. 2004-338, AMENDING CHAPTER 40, MUNICIPAL CIVIL INFRACTIONS FOR THE CHARTER TOWNSHIP OF YPSILANTI**
4. **1ST READING RESOLUTION NO. 2004-19, PROPOSED ORDINANCE NO. 2004-339, FOR THE CONTROL AND MANAGEMENT OF YPSILANTI TOWNSHIP PARK, RECREATION AND OPEN SPACE AREAS AND FACILITIES**

Supervisor Roe stated that Mr. Serafinski had been working with Attorney Angela King on these ordinances for some time, to provide more support and help with running the parks overall. She explained that currently, it was only the police and ordinance officers who could write civil infraction tickets. Mr. Serafinski responded that the Park Rangers also had limited abilities. He explained the ordinances. He stated that a couple of years ago, they began meeting with Attorney King and Michael Radzik, Police Services Administrator to look at the ordinances. They had done a lot of research and believed they had an ordinance to really encompass things happening today. He explained that Ordinance No. 2004-338 would allow not only Ordinance Officers, but would also allow certain Township employees to be able to act. Discussion followed. Treasurer Doe asked how those employees felt about writing a ticket, he wanted to make sure they felt comfortable. Mr. Serafinski replied that he felt it would be good for the Township. They didn't want to write tickets, but if there was a need to enforce the rules, they would. Discussion followed.

June 9, 2004

Art Serafini, Director
Ypsilanti Township Recreation/
Community Center
2025 E. Clark Rd.
Ypsilanti, MI 48198

Re: ***Proposed Partnership Agreement Between
Ypsilanti Township and City of Ypsilanti
for Use/Operation of Rutherford Municipal Pool***

Dear Mr. Serafini:

Please be advised I received on Thursday, June 3, 2004, your correspondence dated the same in which you attached “***...a draft copy of the partnership agreement between the City of Ypsilanti and Ypsilanti Township***” concerning the ***Rutherford Municipal Pool***.

As I am sure your file reflects, the Ypsilanti Township Board of Trustees at a regular meeting held on Tuesday, May 4, 2004, authorized a \$6,000 contribution to the City of Ypsilanti for the use/operation of the ***Rutherford Municipal Pool*** contingent upon the following:

1. ***entering into a contract with Washtenaw County and the City of Ypsilanti;***
2. ***approval of the contract by Recreation Director Serafini and Township Attorney Doug Winters.***

While I realize paragraph h of the draft ***Partnership Agreement*** confirms that the Township’s contribution in the amount of \$6,000 “***...is contingent upon Washtenaw County Parks and Recreation Commission also funding \$6,000 towards the operation of Rutherford Pool,***” said ***Agreement*** does not include Washtenaw County as a signatory party to this ***Agreement***. In addition, as stated in my “***voice mail message***” left with your office on Saturday, June 5, 2004, I would respectfully request that paragraph h of said ***Agreement*** be modified so as to

Art Serafini
Re: Rutherford Municipal Pool
June 9, 2004
Page 2

clearly state that the Township's \$6,000 contribution will be made within 30 days after the Washtenaw County Parks and Recreation Commission has also agreed to the \$6,000 contribution as opposed to the Township's payment being due "***...within 30 days of the execution of this Agreement.***"

In the event the County does not wish to formally enter into the proposed ***Partnership Agreement***, I would nevertheless request that a copy of their minutes in which they authorized the \$6,000 funding be attached to this exhibit as an agreement which I believe would comport and satisfy the contingency placed upon this ***Agreement*** by the Township Board of Trustees during the May 4, 2004 meeting.

Finally, this will confirm that the remainder of the ***Partnership Agreement*** is acceptable. If after review of this correspondence you have any questions or I can be of further assistance, please contact me.

Very truly yours,

Wm. Douglas Winters

rsk

cc: Karen Lovejoy Roe
Brenda L. Stumbo
Larry J. Doe
Brett St. Pierre
Chris Olson
David Williamson

KAREN LOVEJOY ROE
SUPERVISOR
BRENDA L. STUMBO
CLERK
LARRY J. DOE
TREASURER

Y Charter Township of PSILANTI

"Placing Residents First"

CLERK'S OFFICE

7200 S. Huron River Drive
Ypsilanti, MI 48197-7099
Phone: (734) 484-4700
Fax: (734) 484-5156
www.twp.ypsilanti.mi.us

YPSILANTI TOWNSHIP TRUSTEES
GEORGE BEAUDETTE•JEAN HALL CURRIE•STAN ELDRIDGE•DEE SIZEMORE

June 9, 2004

Mr. Ed Koryzno
Ypsilanti City Manager
1 South Huron Street
Ypsilanti, MI 48197

Dear Mr. Koryzno:

At the Special Meeting held on June 8, 2004, the Charter Township of Ypsilanti Board of Trustees authorized signing the Rutherford Pool Agreement.

Attached please find the signed agreement. After it signed by the City, please forward a copy to me for our files.

If you have any questions, please contact my office at (734) 484-4700.

Sincerely,



Brenda L. Stumbo, Clerk

tk

Attachment

cc: Karen Lovejoy Roe, Supervisor
Larry J. Doe, Treasurer
Art Serafinski, Recreation Director
Chris Olson, Accounting Director
Wm. Douglas Winters, Attorney
David Williamson – Post, Smythe, Lutz & Ziel
File

JUN 9 2004



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PARTNERSHIP AGREEMENT

This partnership agreement between the **CHARTER TOWNSHIP OF YPSILANTI**, hereinafter called "**TOWNSHIP**" and the **CITY OF YPSILANTI**, hereinafter called "**CITY**", is as follows:

- A. The length of this agreement between the **CITY** and the **TOWNSHIP** shall extend through December 31, 2004.
- B. The **CITY** agrees to a level fee structure for both **TOWNSHIP** and **CITY** residents for Rutherford Pool admission including classes, season passes and daily fees.
- C. The **CITY** will schedule pool use for the **TOWNSHIP** Day Camps throughout the 2004 season. Standard daily resident fees shall apply.
- D. The **CITY** will accept formal scholarship eligibility to **TOWNSHIP** residents for the use of Rutherford Pool. The **TOWNSHIP** agrees to process scholarship requests from Township residents through its current scholarship program. Approved scholarship requests from **TOWNSHIP** residents will be forwarded to the **CITY** for final processing. **CITY** scholarship rates will apply.
- E. The **CITY** and the **TOWNSHIP** will work together in providing increased pool programming for the 2004 season (i.e. master swim classes, family related events and other special events).
- F. There will be no change in status of liability insurance – the **CITY** will cover 100% of risk associated with Rutherford Pool Operations.
- G. The **CITY** agrees to waive the rental fees and allow the **TOWNSHIP** the use of the following athletic fields for the Township's youth soccer and baseball programs:
 - 1. Frog Island Park soccer league practices: Monday through Friday from April through June and August through October for a total use of approximately 130 dates.
 - 2. Recreation Park soccer league practices: Monday through Friday from April through June and August through October for a total use of approximately 130 dates
 - 3. Prospect Park youth baseball practice: Monday through Friday from mid-April through July for a total use of approximately 75 dates.
 - 4. Water Works Park youth baseball practice: Monday through Friday from mid-April through July for a total use of approximately 75 dates.
 - 5. Parkridge Park youth baseball practice: Monday through Friday from mid-April through July for a total use of approximately 75 dates.
 - 6. Candy Cane / Recreation Park baseball fields – use dependent on schedule / arrangement with Ypsilanti American Little League.

The **TOWNSHIP** will work with the **CITY** in scheduling these programs. The **CITY** reserves the right to cancel any **TOWNSHIP** use of these facilities for **CITY** use (i.e. City programs, pay rentals, maintenance). The **CITY** will notify the **TOWNSHIP** of any cancellations as far in advance as possible.

The **TOWNSHIP** agrees to share in the cost and labor of field maintenance beyond regular mowing (i.e. lining fields for use) for all **TOWNSHIP** programs scheduled on **CITY** fields.

- H. The **TOWNSHIP** agrees to provide funding in the amount of \$6,000.00 towards the operation of Rutherford Pool, owned and operated by the **CITY**. Payment shall be made within thirty (30) days of the execution of this agreement.
- I. The **TOWNSHIP** agrees to sell season pool passes and "Drop-In" pool cards at the Ypsilanti Township Community Center. All of the receipts from the sale of pool passes will be turned over to the **CITY** on a weekly basis.
- J. The **TOWNSHIP** agrees to coordinate special programs such as senior water aerobics with the staff of Rutherford Pool.
- K. The **TOWNSHIP** agrees to assist in the promotion of Rutherford Pool, including but not limited to fliers, mailings, news briefs, postings on the Township web site and through the Township's neighborhood watch program.

City Representative

Date

Witness for City Representative

Date

Dorenda H. Stuenkel

Township Representative

6/9/09

Date

Witness for Township Representative

Date

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA

TUESDAY, MARCH 5, 2019

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE FEBRUARY 5, 2019 WORK SESSION, FEBRUARY 19, 2019 WORK SESSION, CLOSED SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MARCH 5, 2019 IN THE AMOUNT OF \$664,789.07
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST OF FIRE DEPARTMENT CAPTAIN FRED ANSTEAD FOR YPSILANTI TOWNSHIP TO BECOME A MEMBER OF THE HOUSTON-GALVESTON AREA COUNCIL'S (H-GAC) COOPERATIVE PURCHASING PROGRAM KNOWN AS HGACBUY (TABLED AT THE FEBRUARY 19, 2019 REGULAR MEETING)

NEW BUSINESS

1. REQUEST TO APPOINT BRAD CANNON TO THE YPSILANTI TOWNSHIP PARKS COMMISSION FOR THE TERM ENDING NOVEMBER 20, 2020.
2. 1ST READING OF RESOLUTION 2019-07, PROPOSED ORDINANCE 2019-485, AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 42-210 ENTITLED FIREWORKS
3. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1114 HUNTER AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

4. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF TWO (2) NEW WOOD POLES, TWO (2) 58w LED LEOTEK FIXTURES, ONE WITH A 6' ARM AND ONE WITH A 17'6" ARM TO BE LOCATED IN SUGARBROOK PARK IN THE AMOUNT OF \$2,779.94 TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
5. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #214 LAKEWOOD/MAJESTIC LAKES
6. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:15PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #071 LAKEWOOD/MAJESTIC LAKES
7. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:30PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #215 PONDS AT LAKEWOOD AND MAJESTIC PONDS
8. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:45PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #072 PONDS AT LAKEWOOD AND MAJESTIC PONDS
9. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 8:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #216 REDWOOD/NAUTICA POINTS APARTMENTS
10. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 8:15PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #073 REDWOOD/NAUTICA POINTS APARTMENTS
11. BUDGET AMENDMENT #4

AUTHORIZATIONS AND BIDS

1. REQUEST OF SUPERVISOR BRENDA STUMBO TO SEEK QUOTES FOR THE FOLLOWING EQUIPMENT
 - TORO 5910 MOWER WITH 16' CUT WITH ENCLOSED CAB
 - FORD F-550 XL C/C REG CAB, 4X2, 2 DOOR, DRW
 - PULL BEHIND GASOLINE POWERED 12" CAPACITY WOOD CHIPPER
 - BOBCAT 36" TREE SPADE

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF WORK SESSION
FEBRUARY 5, 2019**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

Supervisor Stumbo stated Evan Pratt, Water Resource Commissioner had requested to reverse the order of Agenda Item #1 and #2.

2. WASHTENAW REGIONAL RESOURCE MANAGEMENT

**AUTHORITY.....THEO EGGERMONT,
WASHTENAW COUNTY WATER RESOURCE COMMISSION
AND BOB DAVIS, SOCCRA**

Theo Eggermont, Public Works Manager of Washtenaw County stated he was excited about presenting the Regional Authority that would be launching over the next couple of months. He said Evan Pratt, Water Resources Commissioner and Attorney Bob Davis who had helped to form the authority over the last year would also be presenting.

Mr. Eggermont provided a brief history as to how the Authority was formed. He stated the vision was to focus on increasing quantity and quality of recycling and reported on the benefits of having the Authority. He reported on some of the things that could happen in the future:

- More regional collaboration to increase negotiating power
- Increase buying power and optimize routes

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
PAGE 2

- Opportunity to pool contracts
- Work with haulers and processors

Robert Davis Attorney with SOCCRA stated, since 2001 he had been working with an Authority of a different size and composition than this one, in Oakland County, but organized with the same legal principles that we were starting with here. He reported he had used a bid process based on a geographic area as opposed to a community boundary which resulted in a bulk geographic area where the rates went down 6%. He said he had restructured their recycling program in the last couple of years and did a bond to build a single stream, state of the art facility in the Troy transfer station area and had a 26% increase in recycling, over the last year.

He reported the Authority would narrow thinking and focus on recyclables, recycling management, recycling messaging, and recycling consistency with a goal of recycling rising in terms of quality and quantity. He said it was possible to create drop off centers for defined materials.

He stated the Authority's articles expressly stated they would not own or purchase property that would be used, or had been used in the past, as a disposal of waste materials or property that might become a landfill.

Mr. Davis reported the voting structure would be very simple, every member shall have one vote.

Mr. Davis said they had inserted an annual budget process whereby the Authority Board would prepare a budget which would come back for review. He stated combined with an Activity Report there would be an annual audit process.

Mr. Davis stressed any changes to the Articles must be unanimous.

Mr. Davis stated if there were any changes, they could be approved by all members now and then the final product could be done.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
PAGE 3

Supervisor Stumbo asked what other communities this had been presented to.

Mr. Davis stated it had been presented to Saline, Ypsilanti City, Ann Arbor, Ann Arbor Township, Scio Township, Pittsfield Township and Dexter.

Trustee Jarrell Roe asked for a clarification regarding insufficient income. Mr. Davis stated there really should not be an insufficient income situation and that was the reason they had backed up and put in the budget process. He provided they had divided up a way to address it by asking, "Was it something that had been preapproved or not," He said they wanted to reserve the right to have some creativity in that process.

Trustee Ross-Williams asked if each member community would be contributing \$5,000.00 and Mr. Davis explained there would be an initial contribution by each member community to begin and the County would contribute matching funds for each community. He added the county was going to help out for a couple of years. Trustee Ross-Williams asked what if a member wanted to bid outside of the process. Mr. Davis responded they could.

Mr. Davis stated the economy of scale was effective. He provided information on a firm called Car Trucking. He said the bid process as a group attracted a lot of attention.

Clerk Lovejoy Roe asked if the money from County was a match and it was confirmed by Mr. Davis.

Supervisor Stumbo stated they attended several meetings and Trustee Stan Eldridge had attended one as well. Supervisor Stumbo stated the reason they had begun discussions on the topic was a change of rules regarding contamination as well as a drop in the market regarding recyclable materials that had come together to cause unintended financial consequences, so it just made sense to have a regional authority rather than individual communities dealing with the issue.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
PAGE 4

Mr. Davis reiterated the goal of this authority was to help communities determine where their current recycling contract was, get them in sync and work with them to get out clauses, and then in four years, when the market had changed, somebody would look at this group to realize it had quality and quantity and give a good price.

Supervisor Stumbo voiced hope that new products could be found for the recycled materials.

Attorney Winters stated he had emphasized that Ypsilanti Township had invested in our compost center which had resulted in a very successful operation, to the point of expanding to include Canton Township. He stated his focal point, going forward, was for clarity to make sure Ypsilanti Township was doing nothing to have a negative impact on our compost facility.

Mr. Davis reported there was facility in Rochester he would like to have a look at operations in Ypsilanti Township and have Ypsilanti Township view their operation as well, because according to DEQ there was a statewide shortage of viable composting material.

**1. YPSILANTI TOWNSHIP ASSET MANAGEMENT PLAN FOR COUNTY
DRAINS.....SCOTT MILLER,
DEPUTY WATER RESOURCES COMMISSIONER**

Scott Miller, Deputy Water Resources Commissioner stated he was hoping to speak to the Storm Water Management and present an overview of the proposed changes, touch on how to pay for them and present a specific proposal for Ypsilanti Township.

Scott Miller presented an overview of how the 90 legally established drains in Ypsilanti Township were taken care of. He reported the County was responsible for the repair, maintenance upkeep and functioning of those drains. He stated currently, a lot of the work they did was reactive, by fixing problems regarding drainage as they arose. Mr. Miller reported one of their responsibilities was the inspection of the drains and proactive work involving the catch basin and cleaning

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
PAGE 5

the grate of debris such as snow, ice or leaves which caused flooding. He stated this method was not cost effective,

Mr. Miller reported many of these drains are quite old and as shown in the report, as they age many were deteriorating at a faster rate because there had been no periodic maintenance.

Mr. Miller stated the Asset Management plan proposes to maintain infrastructure instead of reacting to our problems by being proactive. He proposed getting ahead of the problem and get drains rehabilitated before they deteriorated to a point of constantly needing maintenance. He stated he envisioned approval of a plan to revisit periodically to update.

Mr. Miller provided a brief explanation of how things were paid for. He stated there was no running tax bill, no money from state or federal taxes paid for any work done on the drains. He explained when any work is done on a drain, the Drain District was responsible for paying the cost and depending where it was, some cases would involve the Township and the Road Commission, while others would involve the Township, the Road Commission and the property owner. He said the process was: the Water Resources Commission borrowed the money to do the work and then sent out an assessment bill at the end of the year.

Mr. Miller presented a proposal for Ypsilanti Township for 2019 and a plan to revisit either annually or more frequently if needed. He said the first step was to analyze a list of data which included:

- Age of the drain
- Size of the drain
- What it is made of
- Assessment
- Maintenance history
- Consequence of failure (property damage due to flooding, road closure, and spending limits)
- Economic burden on the Township and/or property owner

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
PAGE 6

Mr. Miller stated they would still respond to service requests, which would be variable for any given year. He then provided a list of proactive items they were requesting and the last step would be the renewal of drains.

Supervisor Stumbo asked if he had done this analysis in every community. He responded he had talked to Augusta and Northfield Township and now Ypsilanti Township and would love to involve every community.

Supervisor Stumbo asked if he had staff to maintain program. Mr. Miller responded that there was sufficient staff right now but if twenty five communities joined, he would have to add staff.

Supervisor Stumbo said she was under the impression that he wanted the Township to adopt the Asset Management Plan at another meeting and then look at funding.

Mr. Miller explained, going back to the Drain Code, they could spend up to \$5,000 for one mile without asking permission, but if repairs required spending \$15,000 then the costs would be applied to the drain district property owners as allowed under the Statutory Drain Code. He continued, if owners of private property had to pay and he wanted to exceed the limit, in those cases, he had to get either a Resolution from the Township, To Allow To Exceed The Limit, or get a petition. Mr. Miller said to get back to Supervisor Stumbo's point, they were asking to have the Township adopt the Asset Management Plan and update it at least annually and include resolutions along with that to Allow To Exceed Spending where needed.

Supervisor Stumbo asked if that would be Chapter 20 Drains and he answered it was Chapter 3, 4, and 18 of the Drain Code.

Trustee Jarrell Roe asked for clarification about the Appendix A, the percentages between the total cost and the Township portion, was indicative of what we would pay based on the Watershed Area. Mr. Miller said the percentage was not based on the Watershed Area but the chapter of the Drain Code, when the drain was established and then how the costs were apportioned for that district. She asked for a paper copy of the Drain Code. Mr. Miller gave Trustee Jarrell Roe his copy.

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Clerk Lovejoy Roe, asked, according to Appendix A, how the costs for the Township were figured. Mr. Miller stated the Township percentage was estimate of the assessment, if the Township adopted the plan. Mr. Miller said he had provided a separate sheet of the private owner portion and either the Road Commission or MDOT's road portion.

Mr. Miller stated the Township historically had paid every assessment on a year to year basis.

Supervisor Stumbo stated it was sometimes easier for the Township to pay those small amounts rather than have them billed separately to each property owner. She asked if he could prioritize a plan.

Evan Pratt, Water Resources Commissioner stated the good thing about starting a program where there had not been any systematic maintenance was there was no bad place to start because everything was so far behind. Mr. Pratt stated another thought was they were seeking approval of the 2019 game plan. Mr. Pratt explained Scott would be monitoring the progress and keep the Township apprised.

Clerk Lovejoy Roe asked for direction regarding payment and Mr. Miller said he was looking at how this would work best for Ypsilanti Township. He said the request was higher than the \$300,000 the Township had historically paid and the Township could choose which projects made sense. He said resolutions would be necessary in some cases, depending on the type of drain.

Evan Pratt stated it would be possible to add, "At the discretion of the elected officials," when adopting the resolution, if the Board wanted to pick a dollar amount.

Trustee Ross-Williams asked about Beyer Relief Drain and wondered if there were any drains on the west side of Tyler Road. She reported that area was often flooded. Mr. Miller stated there were drains in that area but the question was who had jurisdictional authority in that area.

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Trustee Ross-Williams asked for a definition of open channels. Mr. Miller said he didn't know if there was an official, legal definition, but he explained an open channel would be an earthen or agricultural channel where you can look down and see the water flowing rather than a pipe underground, where you can't see the water running.

Trustee Ross-Williams said the last question related to the maintenance Beyer Relief Drain, which was one of the more historical areas in the township and spoke to the issue of clearing the drain. She asked if he would recommend a street sweeper in order to help with the drain maintenances, to which he started by saying they didn't have one, but also stated that was a part of many asset management plans, to get debris off the street before it got into the drain.

Supervisor Stumbo thanked Mr. Miller for his presentation.

Trustee Jimmie Wilson thanked him for providing an explanation of the Asset Management Plan for County Drains as it had helped him as a new Trustee.

3. AGENDA REVIEW.....SUPERVISOR STUMBO

CONSENT AGENDA

The January 15, 2019 verbatim minutes were distributed and it was agreed to include them in the Official Minutes of the January 15, 2019 minutes. She explained they were just finished at 4:00 this afternoon, since it was a very tedious process.

Supervisor Stumbo asked if the approval would be added into the Special Meeting Minutes. Clerk Lovejoy Roe said they would add the verbatim minutes of that one section into the motion.

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Supervisor Stumbo asked if the Statements and Checks would be added to the packet. Clerk Lovejoy Roe stated there had been a computer glitch and they had just been completed, distributed to everyone and would be added to the packet.

Trustee Ross-Williams asked if they would be approving the Statements and Check without seeing them. Both Supervisor Stumbo and Clerk Lovejoy Roe explained they had been distributed at the beginning of the meeting and would be added to the packet.

OLD BUSINESS

**1. REQUEST OF TRUSTEE MONICA ROSS-WILLIAMS TO RESCIND
LOCAL GOVERNMENT APPROVAL OF A SMALL WINEMAKERS
LICENSE AND AN ON PREMISE TASTING PERMIT FOR PATRICK
ECHLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE
RD.**

Trustee Ross-Williams offered explanation as to why she was requesting the recension, stating she was looking at a memo on her iPad dated December 15, which did not list the request for an On Premise Tasting Permit. She apologized for her Call To Question at the January 15, 2019 meeting. She stated she did not want to keep the petitioner from getting approval, and as long as everything else was in order, which she felt was a debatable issue, before the Board.

Trustee Wilson said since he had to leave during that part of the meeting on January 15, he wanted to make sure everyone had received all of the information that was in question and felt comfortable moving forward. He stated his opinion that the applicant had been more than willing to provide the information requested and he, personally, did not want to hold him up any further.

Supervisor Stumbo stated the only information she didn't have at this point was what was submitted to the Clerk in December. She stated the Board could not move forward at that point because there was just not enough information provided.

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Clerk Lovejoy Roe responded the only two things she had at that point was the memo from the applicant and the memo from Charlotte, and both were in the packet for December.

Clerk Lovejoy Roe stated since that time she has tried to make sure everyone had all the information needed. She stated she had sent a packet late last night which included all the emails she had received with the exception of 80 to 90 of the ones sent between Charlotte and the applicants that went back to March of 2018, the application for the State of Michigan and LARA and the building department reviews and sketch. She reported the only other things the Ordinance required was the Fire Marshal's report which would be included later, after any construction was finished and he had inspected before the Certificate of Occupancy was granted; and the other piece of information not included was the Sheriff's Department report which was not complete.

Further discussion on the original information which Supervisor Stumbo says she doesn't have and that Trustee Wilson had asked about. Clerk Lovejoy Roe asked for clarification because she didn't understand what information they didn't have.

Supervisor Stumbo stated the file was not complete and her biggest concern was regarding the parking situation which Treasurer Doe brought up at the last meeting, which was, when parking in the back you have to go either through a car wash stall or an exit door. She said if it could be an entrance door she thought that would solve the issue. She said they didn't get the opportunity to discuss it last time.

Treasurer Doe stated he had talked to one of the owner's last week and voiced his concern that with the parking in the back, saying 62% of the patrons had to walk through the car wash and he was concerned about the safety aspect, especially in the winter.

Patrick Echlin and Jeff Frasure, stated they both were Township residents. Mr. Echlin stated they had gone back to look into the situation and there was plenty of room to use that door as is for an exit and entrance.

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Supervisor Stumbo asked if they were willing to use that exit door as an entrance. Jeff Frasure stated they were absolutely willing.

Trustee Ross-Williams offered a point of information, on the blueprint site it says, "exit door," but upon further inspection and other voices it was determined to say "existing door."

Clerk Lovejoy Roe stated she drove to the site to look and stated the car wash bay was separate from where you walk in and there was close to a 12 to 13 foot clearance.

Trustee Ross-Williams stated we had established the back door could be used as an entrance and exit, but it appeared it was a steel door and she assumed it would that have to be changed.

Patrick Echlin agreed they could change it.

Mr. Frasure said there was a plan of updated things that they would change as needed.

Trustee Ross-Williams said the car wash was actually on a slope and just because the capacity was under the minimum that didn't mean we should not be open to handicap accessibility.

Mr. Echlin stated at that point they would expand to include another bathroom and they would make sure everything was ADA compliant. He stated if they would compare his other business at 734 Brewing it had all been done at that site and they would do the same for this location.

Mr. Frasure stated they had actually had a conversation regarding that slope.

Supervisor Stumbo clarified they had bought it because it was certified by the Health Department, correct.

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Mr. Echlin reported whenever he picked the location for 734 Brewery he had done everything wrong, from a financial standpoint. He explained they picked a building that had to be a change of use, which meant that everything had to be brought up to modern code, new HVAC, new electrical, new plumbing, new everything. Mr. Echlin stated that came pretty close to ending the company before it really started. He said when he set out to find a new location, he looked for vacant sites, within the Township that had been food places and therefore would not require a change of use, which would in turn be more financially feasible.

Supervisor Stumbo asked if they would be serving food.

Mr. Echlin reported that as far as the Health Department or DEQ was concerned, mead and wine fell within their purview of food and no other food was planned.

Supervisor Stumbo asked if they would be packaging the mead and Mr. Echlin said it would be put into bottles and kegs. Some would be dispensed like beer and some just poured from the bottle.

Supervisor Stumbo stated there was no seating on the site plan.

Mr. Echlin, explained since it was meant to be a tasting room there was a counter at which to stand and they would have chairs at some point, but not now. He said as they grew, Phase II would be to add a second bathroom, which would open them up to 50 occupants, depending on square footage and parking.

Supervisor Stumbo asked if this site was related to 734 Brewing and Mr. Echlin stated it was only in the fact that he was an owner in both establishments and there would be different recipes for each location, mostly honey and some cider and regular wine for 1497 Ecorse Rd.

Supervisor Stumbo asked what the process was to make mead and Mr. Echlin stated usually you just put the ingredients, honey, juice, fruit and then yeast with the right amount of water and let it sit for a few months and then you drink it.

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Treasurer Doe said it was his understanding that if you had chairs in the roughly 150 square foot capacity that occupancy was reduced. Mr. Echlin stated that according to the architect, the limiting of occupancy was due to only having one bathroom. He said that was why a wall was going to have to be built.

Discussion followed regarding chairs and occupancy.

Mr. Echlin asked if it was normal to ask for a notarized statement because they would keep their agreement. He stated he had never seen that in the many building plans he had done.

Supervisor Stumbo said she really didn't know but she felt that was a way to guarantee they did not exceed their capacity especially for parking.

Mr. Echlin stated it felt like it was extra but he was willing to do it. Supervisor Stumbo said she would find out the reason and Mr. Echlin stated he was very interested in an answer. Mr. Echlin stated he felt it was a given that he did not want to break the law. She felt like it was a way to help him and asked Mike Radzik if he knew what the reasoning was for asking for the statement.

Mr. Frasure said he wondered what they had done to deserve what he felt like was mistrust.

Mike Radzik explained he had spoken with Dave Bellers, the Building Official who requested a Notarized Statement of Compliance. Mr. Bellers had stated, according to the Building Code the tasting room area, just by area alone, could accommodate more than 15 people, in fact up to 30 people, and if an artificial low was created by the applicant in order to avoid ADA Compliance, this Statement would mean the proprietor guaranteed they would not exceed the capacity of 15 people.

Supervisor Stumbo asked if this was understandable and Mr. Echlin agreed.

Treasurer Doe stated that even if a bathroom was added the capacity would be 22.

Supervisor Stumbo stated it was time to start the Regular Board Meeting.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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4. OTHER DISCUSSION.....BOARD MEMBERS

The Work Session adjourned 7:03 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION**

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

Members Present: Supervisor Stumbo, Clerk Karen Lovejoy Roe, and Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, and Jimmie Wilson Jr.

Members Absent: Trustee Monica Williams

Legal Counsel: Wm. Douglas Winters

Attorney Winters introduced Attorney Richard Stokan with O'Connor, DeGrazia, and Tamm Law Firm. He said they are one of the firms the Township and MML, our Insurance Company, uses when a lawsuit is filed that falls under our insurance coverage. Attorney Winters stated that the lawsuit was filed several years ago with the American Center for Independent Living and other groups being named plaintiffs alleging violations of the ADA based upon several projects in Ypsilanti Township. Attorney Winters stated Pittsfield Township, WCRC, and MDOT were also named as defendants in this lawsuit. Attorney Winters stated that Attorney Richard Stokan has been involved with many of these types of lawsuits over the years and has had dealings with the Plaintiffs Attorney.

A motion was made by Trustee Wilson supported by Treasurer Doe to enter into Closed Session for Discussion on Lawsuit with Michigan Paralyzed Veterans of America, Inc. and the Ann Arbor Center for Independent Living.

| | | | | | |
|-------------|-----|----------|-----|-------------|-----|
| Jarrell Roe | Yes | Eldridge | Yes | Lovejoy Roe | Yes |
| Stumbo | Yes | Doe | Yes | Wilson | Yes |

The motion carried unanimously.

The Board entered into closed session at 5:13 p.m.

The Board ended the closed session at 6:04 p.m.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
PAGE 2**

2. AGENDA REVIEW.....SUPERVISOR STUMBO

**A. MINUTES OF THE FEBRUARY 5, 2019 WORK SESSION AND REGULAR
MEETING**

Supervisor Stumbo asked to remove the February 5, 2019 Work Session Minutes from the agenda and place them on the March 5, 2019 agenda for approval since they were just distributed and all agreed.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 19, 2019 IN THE
AMOUNT OF \$712,716.33**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2019 IN
THE AMOUNT OF \$44,109.14**

C. JANUARY 2019 TREASURER'S REPORT

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE (Presented at the end of Work Session Meeting)

- 1. RESOLUTION 2019-05, AUTHORIZING THE CHARTER
TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TO APPROVE
THE "LAND AND WATER CONSERVATION FUNDS" PROPOSED
"AMENDMENT TO PROJECT AGREEMENT DUE TO
CONVERSION" SPECIFICALLY AMENDMENT #1 26-01080, 26-
01725, AND 26-01293 AND AUTHORIZE SAID AMENDMENTS
TO BE SIGNED BY TOWNSHIP SUPERVISOR BRENDA L.
STUMBO AND CLERK KAREN LOVEJOY ROE**

Supervisor Stumbo explained the reason for the conversion was that a cell tower was put up at Ford Lake Park and per DNR grant rules this was not allowed. She said other Township land had to be converted to park land in order for the township to be in compliance of DNR rules and to be able to apply for grants.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
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Clerk Lovejoy Roe stated there were three different parcels at Ford Lake Park that required the conversion of land to Glenwood Park.

- 2. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF AGREEMENT WITH AKT PEERLESS TO COMPLETE A PHASE 1 ENVIRONMENTAL ASSESSMENT FOR 1150 MIDWAY, PROPOSED FUTURE SKATEPARK LOCATION, IN THE AMOUNT OF \$2,150.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

Attorney Winters updated the board with the status of this project.

- 3. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN THE AMOUNT OF \$2,150.00 AND TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT**
- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 677 ONANDAGA AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Mike Radzik, OCS Director explained that this was a single-family house in West Willow. He explained it was foreclosed and that the bank did not register it with the Township as a vacant house. Mr. Radzik said that a warrant was initiated to inspect the house. He said there was running water, causing flooding, and YCUA had to turn off the water. Mr. Radzik said there is blight inside and outside the house.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
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**5. REQUEST OF FIRE DEPARTMENT CAPTAIN FRED ANSTEAD FOR
YPSILANTI TOWNSHIP TO BECOME A MEMBER OF THE
HOUSTON-GALVESTON AREA COUNCIL'S (H-GAC)
COOPERATIVE PURCHASING PROGRAM KNOWN AS HGACBUY**

Clerk Lovejoy Roe explained this request. Chief Copeland stated this would be an efficient way of bidding for trucks. He said that this was not just for fire trucks it also includes services and products that municipalities may need. Clerk Lovejoy Roe indicated she was not aware there was an application. Chief Copeland said that there was an agreement and he would come back to the board when he has the agreement and the cost. It was agreed to table this item until the next board meeting.

6. BUDGET AMENDMENT #3

AUTHORIZATION AND BIDS

**1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK
PROPOSALS FOR THE REPLACEMENT OF THE ANALOG
PHONE SERVICE PROVIDER THROUGHOUT THE TOWNSHIP**

Travis McDugald, IS Manager stated that most of the phone service is changed from analog but faxing and backups are used on the analog system and need to be replaced.

**2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK
PROPOSALS FOR THE REPLACEMENT FOR RENEWAL OF THE
CIVIC CENTER'S PRIMARY INTERNET SERVICE PROVIDER**

**3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK
PROPOSALS FOR A SERVICE PROVIDER TO PROVIDE
IMPROVED NETWORK CONNECTIVITY BETWEEN TOWNSHIP
FACILITIES**

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
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**4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK
PROPOSALS FOR THE REPLACEMENT OF FOUR COMPUTER
SERVER**

2. OTHER DISCUSSION.....BOARD MEMBERS

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated the Bank of New York was the bank that was holding the mortgage for 677 Onadango. He said the Bank of New York received three billion dollars in taxpayer-funded bailout. Attorney Winters said for many years the Township tried to get our congressional delegation to hear how these banks should be held accountable for doing what they did to many communities including Ypsilanti Township. He said even though foreclosures are down we still have isolated pockets throughout the Township that have these kinds of vacant homes. Attorney Winters stated it was important to hold homeowners as well as financial institutions accountable in keeping these properties clear from blight.

Attorney Winters said he received the revised articles of authority for the Regional Recycling Authority that was presented to the board at the last meeting. He said he would finish reviewing them and get them to the Board.

Attorney Winters stated a former employee had resigned and filed an unfair labor practice. He said the Judge has given the former employee twenty-one days to show cause as why the charge should not be dismissed.

Attorney Winters stated regarding the Michigan Regulation Taxation of Marijuana Act they were still working with other municipalities to see what the new Act would require. He said he had met with Attorney Angela King and began to get more involved with what was going on around the county and the state in how they are handling the Michigan Regulation Taxation of Marijuana Act. He said Clerk Lovejoy Roe was also networking with other Clerks and they have sent copies of different ordinances for opting out. He said it seems that those who are

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
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opting out at this time is that they just don't know what the the final rules and regulations would be. He stated the six types of business activities that would come into the township were Recreation Marijuana Growers and Sellers, Recreational Marijuana Safety Compliance Facilities, Recreational Marijuana Processors, Recreational Marijuana Micro-Businesses, Recreational Marijuana Retailer, and Recreational Marijuana Transporters. Attorney Winters stated he will attend a seminar for attorneys on April 1st to learn as much as he could regarding Marijuana and the Marijuana Act. Attorney Winters stated that he would craft together a policy resolution to summarize in detail as to where we are now regarding the Marijuana Act and put forth a course of action for the Board to follow during this time period when we are waiting for the rules and regulations to be enacted by LARA. He said he has talked with MTA and they continue to get many resolutions and ordinances everyday. He said he was told that out of about 1200 townships nearly half have opted out but MTA doesn't get them all because some go directly to the State. Attorney Winters said many cities have opted out but only because they need to have more information.

JoAnn McCollum, Township Resident, stated she does not want marijuana dispensaries in Ypsilanti Township. She said having those facilities in our township does not fit into our Master Plan.

Trustee Eldridge stated he agreed with Attorney Winters to investigate and provide a policy resolution for the township to adopt until further issues are resolved regarding the Marijuana Act. He said we should have all the information on issues before we begin to talk about it.

Trustee Jarrell Roe stated she agreed with Trustee Eldridge but she does believe we need to share things with residents on social media. She said we do very good work here and its' important to share it with our Township residents. She said it was helpful to hear from the community. She said she wished that we had discussed the marijuana law before the last meeting

Trustee Wilson stated that he agreed with Attorney Winters to draw up a resolution and it would help the residents to understand the board is not voting against the law regarding Marijuana but want to be more informed on other

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
PAGE 7

aspects regarding growing, transporting, and selling of Marijuana in Ypsilanti Township.

Clerk Lovejoy Roe stated she did not know how the rest of the board felt about forming a committee to gather information about the aspects regarding the business side of marijuana. She said the committee could include two Planning Commissioners, two Board Members, Charlotte Wilson Planning and Zoning Director, Sara Jo Shipley Economic Development Director and our Attorney. She said they could get the information together and report their findings and recommendations to the Board. Clerk Lovejoy Roe state there was so much information regarding all aspects of the new Marijuana Act.

Trustee Eldridge stated he would support getting a committee together to look into the processing of marijuana. He said he would like to be on the committee.

Supervisor Stumbo said she would like law enforcement on the committee.

Trustee Jarrell Roe thanked everyone for the communication around this issue and for being open to more information about the new marijuana law.

Clerk Lovejoy Roe shared she had followed up with residents that had called or sent emails about the Marijuana Ordinance and all agreed that the township needed to protect the residents and understood the need for ordiances.

Supervisor Stumbo said that if we are going to share on social media it should be the whole agenda.

Trustee Jarrell Roe agreed and shared that she had posted the whole agenda for the current meeting. She also indicated she had learned a lot and appreciated the residents that came out and provided input.

Supervisor Stumbo said she did not mind a long meeting and said in fact that she really enjoyed residents speaking and attending the meeting and sharing their ideas and thoughts.

Lt. Marocco, Ypsilanti Sheriff Department provided a copy of the Annual Report from the Sheriffs' Department to the Board.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 WORK SESSION
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Work Session ended at approximately 6:53 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Closed Session Minutes

- A. The February 19, 2019 Closed Session Minutes will be distributed to Board Members prior to the meeting.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 REGULAR BOARD MEETING

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

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

Members Absent: Trustee Monica Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Robert Harrison, Township Resident stated he was concerned about Marijuana businesses coming into the Township.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 5, 2019 WORK SESSION AND REGULAR MEETING.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 19, 2019 IN THE AMOUNT OF \$712,716.33**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2019 IN THE AMOUNT OF \$44,109.14**

A motion was made by Treasurer Doe supported by Clerk Lovejoy Roe to Approve the Consent Agenda with exception of the February 5, 2019 Work Session minutes. (They will be moved to the March 5, 2019 board meeting agenda)

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE- (given in the work session)

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 REGULAR BOARD MEETING
PAGE 2**

NEW BUSINESS

- 1. RESOLUTION 2019-05, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TO APPROVE THE "LAND AND WATER CONSERVATION FUNDS" PROPOSED "AMENDMENT TO PROJECT AGREEMENT DUE TO CONVERSION" SPECIFICALLY AMENDMENT #1 26-01080, 26-01725, AND 26-01293 AND AUTHORIZE SAID AMENDMENTS TO BE SIGNED BY TOWNSHIP SUPERVISOR BRENDA L. STUMBO AND CLERK KAREN LOVEJOY ROE**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-05, Authorizing the Charter Township of Ypsilanti Board of Trustees to Approve the "Land and Water Conservation Funds" Proposed "Amendment to Project Agreement Due to Conversion" Specifically Amendment #1 26-01080, 26-01725, and 26-01293 and Authorize said Amendments to be Signed by Township Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe (see attached).

The motion carried unanimously.

- 2. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF AGREEMENT WITH AKT PEERLESS TO COMPLETE A PHASE 1 ENVIRONMENTAL ASSESSMENT FOR 1150 MIDWAY, PROPOSED FUTURE SKATEPARK LOCATION, IN THE AMOUNT OF \$2,150.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request of Sara Jo Shipley, Economic Development Director for Approval of Agreement with AKT Peerless to Complete a Phase 1 Environmental Assessment for 1150 Midway, Proposed Future Skate park Location, in the Amount of \$2,150.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

- 3. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN THE AMOUNT OF \$2,150.00 AND TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 REGULAR BOARD MEETING
PAGE 3**

A motion was made by Trustee Jarrell Roe, supported by Clerk Lovejoy Roe to Approve Request of Sara Jo Shipley, Economic Development Director for Approval of a Grant Application to the Washtenaw County Brownfield Redevelopment Authority for an Environmental Assessment Grant in the Amount of \$2,150.00 and to Approve the Agreement with the Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grant Agreement (see attached).

The motion carried unanimously.

- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 577 ONANDAGA AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 577 Onandaga Ave, in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023 (see attached).

Mr. Radzik explained the condition of the home and the process for executing it as a Public Nuisance.

The motion carried unanimously.

- 5. REQUEST OF FIRE DEPARTMENT CAPTAIN FRED ANSTEAD FOR YPSILANTI TOWNSHIP TO BECOME A MEMBER OF THE HOUSTON-GALVESTON AREA COUNCIL'S (H-GAC) COOPERATIVE PURCHASING PROGRAM KNOWN AS HGAC**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Table this until next meeting for more information.

The motion carried unanimously.

- 6. BUDGET AMENDMENT #3**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe, to Approve Budget Amendment #3 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 REGULAR BOARD MEETING
PAGE 4**

AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OF THE ANALOG PHONE SERVICE PROVIDER THROUGHOUT THE TOWNSHIP**
- 2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OR RENEWAL OF THE CIVIC CENTER'S PRIMARY INTERNET SERVICE PROVIDER**
- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR A SERVICE PROVIDER TO PROVIDE IMPROVED NETWORK CONNECTIVITY BETWEEN TOWNSHIP FACILITIES**
- 4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OF FOUR COMPUTER SERVERS.**

Supervisor Stumbo read all four IS Agenda Items under Authorization and Bids.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request of Travis Mcdugald, IS Manager on all Four Requests as Listed Under Authorization and Bids

The motion carried unanimously.

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

The meeting was adjourned at approximately 7:17 PM.

Respectfully Submitted,

**Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION 2019-05

**Authorizing the Charter Township of Ypsilanti
Board of Trustees to Approve the “Land and Water
Conservation Funds” Proposed “Amendment to Project
Agreement Due to Conversion” Specifically Amendment
Number #1 26-01080, 26-01725, and 26-01293 and
Authorize Said Amendment to be Signed by
Township Supervisor Brenda L. Stumbo
and Clerk Karen Lovejoy Roe**

WHEREAS, on **January 18, 2019** Ypsilanti Township Clerk Karen Lovejoy Roe received from the Department of Natural Resources three proposed “**Project Agreement Amendments**” which amendments need to be approved by the Ypsilanti Township Board of Trustees and returned to the DNR, and

WHEREAS, the three proposed “**Project Agreement Amendments**” pertain to the “**Ford Lake Park**” wherein a cell tower was constructed a number of years ago on .14 acres of said property which required the Township to set aside an additional area of the Township for parkland to mitigate and offset the use of the .14 acre property for the cell tower, and

WHEREAS, the Township did, in fact, set aside 7.87 acres of mitigation property known as “**Glenwood Park**” as depicted in Appendix B of the Amendment to the Project Agreement which property has satisfied the representatives of the DNR, and

WHEREAS, it is necessary for the proposed Project Amendment Agreements to be approved by the Ypsilanti Township Board of Trustees so as to allow this project to be “**Closed Out**” so as to allow the Township to continue to make applications for grants to the DNR if so authorized,

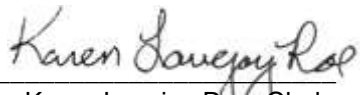
**NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP
BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:**

1. That the Ypsilanti Township Board of Trustees approves the proposed “**Amendments to Project Agreement Due to Conversion**” specifically Amendment #1 26-01080, 26-01725, and 26-01293 as requested by the DNR.

2. That the Ypsilanti Township Board of Trustees authorizes Supervisor Brenda L. Stumbo and Township Clerk Karen Lovejoy Roe to execute the three proposed “**Project Amendments**” and return both to the DNR as requested by DNR Representative Erin Campbell after which one fully executed copy will be returned to the Township.

BE IT FURTHER RESOLVED that Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe are authorized to execute any additional and/or ancillary documents related to the finalization of the “**Ford Lake Park Conversion.**”

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. 2019-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 19, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-23909-1

Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1150 Midway Road
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to redevelop the subject property as a recreational skate park.

AKT Peerless understands the Client plans to utilize Washtenaw County Brownfield Redevelopment Authority (WCBRA) to fund the proposed scope of work. AKT Peerless will comply with the insurance requirements as outlined in Section 10 of the draft WCBRA Environmental Assessment Grant Agreement provided to AKT Peerless on February 5, 2019.

Scope of Work

AKT Peerless is pleased to submit its proposal to provide environmental consulting services. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-13* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA, and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete this Phase I ESA. AKT Peerless will not make an independent determination whether its Client is a *User* and intends to use this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice, including the Client and User

Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of these specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)¹, *historical recognized environmental conditions* (HRECs)², and *controlled recognized environmental conditions* (CRECs)³, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify adverse environmental conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.) and its relation to neighboring sites and/or cross streets in close proximity to the subject property.
- Completed and signed "Client Environmental Questionnaire"
- Completed Document Request Form
- Best time to schedule interview
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection.⁴

¹ ASTM Standard Practice E 1527-13 defines the term REC as the presence or likely presence of any hazardous substance or petroleum product in, on, or at a property: (1) due to any release to the environmental; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-13 defines the term HREC as a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

³ ASTM Standard Practice E 1527-13 defines the term CREC as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

⁴ If a UST system is present, the client should also be prepared to disclose to AKT Peerless the mechanism by which the current or new tank owner/operator will meet financial assurance obligations.

User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendments”), a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA liability, then AAI requires that certain tasks be performed by - or on behalf of – that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information via a Questionnaire, Document Request Form, and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527-13, AKT Peerless’ ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public right-of-ways, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property⁵.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by federal, state and local regulatory agencies, including records of compliance, as appropriate. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property use and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any.

⁵ AKT Peerless will use search radii that meet or exceed ASTM’s recommended minimum search distances.

- An evaluation of information obtained from the aforementioned sources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment, and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within three to four weeks of your authorization to proceed.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

| | |
|------------------------------------|---------|
| Total Estimated Cost - Phase I ESA | \$2,150 |
|------------------------------------|---------|

Additional fees may be charged to adequately and appropriately evaluate potential environmental concerns that may be presented by uses of (or events at) adjoining or nearby properties⁶. AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. However, AKT Peerless may charge an additional fee to review regulatory agency records for any adjoining or nearby sites we judge to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to Freedom of Information Act (FOIA) responses may be passed on to the Client, if necessary. AKT Peerless will promptly apprise the client of the relative cause for such additional fees, and will not complete the extra activity unless Client authorizes AKT Peerless to do so.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless'

⁶ If AKT Peerless deems it necessary to review such records that are maintained by federal, state, or local regulatory agencies, the overall time to complete the project may be delayed due to agency response times. As necessary, AKT Peerless may require a change order to review government files for adjoining and nearby sites.

standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

Limitations

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical sources described above in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use UST systems directly corresponds to the presence of obstructions (e.g. snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include cultural and historic resources, ecological resources, endangered species, health and safety, high-voltage power lines, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, moisture intrusion, mold, noise pollution, radon, asbestos, and/or regulatory compliance. If the Client requires any of these services, please contact AKT Peerless to provide a proposal to conduct these services under a separate scope of work.

AKT Peerless' scope of work is limited to investigating the past uses of the subject property, though some historical information is also reviewed for adjoining properties, but does not include investigating past uses of surrounding or nearby properties.

AKT Peerless is not proposing to conduct any sampling or analysis of the subject property's natural resources. If visual observations or information obtained during the Phase I ESA indicate the need for any sampling or analysis of soil, soil gas, and/or groundwater, AKT Peerless will promptly contact you to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for **60** days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this



information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

1150 Midway Road, Ypsilanti Township, Michigan

This proposal submitted by:

Timothy J. McGahey
Timothy J. McGahey, CHMM, LEED-AP
Vice President Environmental Due Diligence

Proposal submitted on:

February 5, 2019

Please authorize the proposal by executing below:

Proposal amount:

\$2,150

Client contact:

Sara Jo Shipley

Charter Township of Ypsilanti

7200 South Huron River Drive

Ypsilanti, Michigan 48197

AKT Peerless Proposal No.

PF-23909-1

Acceptance:

Brenda L. Stumbo | Karen Lovejoy Roe
Charter Township of Ypsilanti
Brenda L. Stumbo | Karen Lovejoy Roe
Supervisor | Clerk

Print Name:

Title

Date

Feb. 20, 2019

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

Charter Township of Ypsilanti

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

Sara Jo Shipley

734 485-3943

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A

Terms and Conditions

**AKT PEERLESS
TERMS AND CONDITIONS**

The following Terms and Conditions govern the services (referred to herein as "work" or "services") to be performed by AKT Peerless ("we", "us", "our", "AKT Peerless" or "Consultant") for you ("you", "your" or "Client"). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the "Agreement" (hereinafter, this "Agreement").

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant's obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. "spam") unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant's responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client's possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant's standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer ("Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$2,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$2,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$2,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2019

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

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

| | |
|---|--|
| PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805 | CONTACT NAME: David Bagley PHONE (A/C, No, Ext): 734-525-0943 E-MAIL ADDRESS: dbagley@mma-mi.com FAX (A/C, No): 212-607-1157 |
| INSURED AKT Peerless Environmental Services LLC 22725 Orchard Lake Road Farmington MI 48336 | INSURER(S) AFFORDING COVERAGE INSURER A: Starr Surplus Lines Insurance Company INSURER B: Allmerica Financial Benefit Insurance INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 337055694**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 1000067207181 | 12/1/2018 | 12/1/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 Contractors Poll. \$1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AWBD44632501 | 12/1/2018 | 12/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 1000337491181 | 12/1/2018 | 12/1/2019 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> | N / A | | | | PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROFESSIONAL LIABILITY Claims Made | | | 1000067207181 | 12/1/2018 | 12/1/2019 | Limit: \$1,000,000 Deductible: \$10,000 |

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

Washtenaw County Brownfield Redevelopment Authority is included as an additional insured for general liability coverage to the extent provided in the attached forms #CG2010.

CERTIFICATE HOLDER**CANCELLATION**Washtenaw County Brownfield Redevelopment Authority
415 W. Michigan Avenue
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

David Bagley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|------------------------------------|
| Where Required By Written Contract | Where Required By Written Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Sites owned by a public entity or non-profit are eligible for 100% of the cost of eligible assessment activities, up to \$15,000. Private sites are eligible for up to 50% of the cost of eligible assessment activities, up to a maximum of \$10,000 of reimbursement.

Type of Application

- ☒ Publicly-Owned or Non-Profit-Owned Property (100% grant, up to \$15,000 maximum)
☐ Privately-Owned Property (50% grant, up to \$10,000 maximum)

Owner Information

Property Owner: Charter Township of Ypsilanti

Contact: Sara Jo Shipley, Economic Development Director

Property Address: 1150 Midway Rd. Ypsilanti, MI 48198

Phone No.: 734.544.3733

Property Tax ID #: K-11-02-285-001

Applicant Information

Applicant Name: Charter Township of Ypsilanti

Phone No.: 734.544.3733

Address: 7200 S. Huron River Dr

Developer (Entity) Name (if different than applicant):

Project Information

Project Name: Eastern Washtenaw Skatepark



Project Description: Development of a 10,000 SF concrete skatepark structure in the Community Center Park on Clark Road.

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Township has owned the site since the early 1970s

Historic Property Uses: Vacant lot since early 1980s. As late as 1979, there was a building on the parcel. The building served as a grocery store and as an administration building for Washtenaw Community College during the era of Willow Run Village.

Property Acreage: 1.9 acres

Zoning: RM2

Surrounding Land Use: Park, Golf Course, Church, vacant land

Proposed Environmental Activities:

| | Estimated Cost |
|--|----------------|
| <input checked="" type="checkbox"/> Phase I | \$2,150 |
| <input type="checkbox"/> Phase II | |
| <input type="checkbox"/> BEA Report | |
| <input type="checkbox"/> Due Care Plan | |
| <input type="checkbox"/> Hazardous Material Survey | |

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: none

Please describe environmental conditions: No known environmental contamination. The site is flat, has good drainage, and is a mix of gravel and grass.

Please provide cloud links to any relevant environmental reports.



Please return the completed form and attachments to:

Nathan Voght

Economic Development Specialist

Washtenaw County Office of Community and Economic Development

415 W. Michigan Ave.

Ypsilanti, MI 48197

734-544-3055

voghtn@ewashtenaw.org

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

This Environmental Assessment Grant Agreement (the "Agreement") dated February 19, 2019 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the Charter Township of Ypsilanti, (the "Grantee"), whose address is 7200 Huron River Drive, Ypsilanti, MI 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority captures Brownfield Administrative Fees from Tax Increment Revenues from active brownfield projects for the purpose of carrying out brownfield redevelopment activities, including to pay for reasonable and actual administrative and operating expenses of the Authority.
- B. The Authority established the "Environmental Assessment Grant Program" in 2017, and amended it on August 2, 2018, in order to fund eligible Department Specific Activities, pursuant to Act 381, on prospective eligible brownfield sites within member communities.
- C. The Authority intends to utilize reserves within its Administrative Fees to fund the Environmental Assessment Grant Program.
- D. At the March 7, 2019 meeting, the Authority approved the expenditure of 100% of the costs to conduct eligible Department Specific Activities, up to \$2,150, for the property known as 1150 Midway Road, Tax ID# K-11-02-285-001, Ypsilanti, MI 48197 (the "Property").
- E. The Grantee wishes to utilize grant funds to conduct eligible Department Specific Activities, and the Authority will provide the grant fund under the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$2,150, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the AKT Peerless proposal No. PF-23909 dated January 23, 2019, sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.
2. Repayment – The provided grant funds shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.

3. Procurement of Eligible Activities – The Authority is bound to utilize Administrative fees captured in accordance with Act 381. Further, in establishing the Environmental Assessment program the Authority must be good stewards of the funds in ensuring they are utilized in the most cost-effective and efficient manner. Therefore, pursuant to the adopted Assessment Program Policy, the Grantee shall follow its own established procurement policies and procedures in arranging for the grant activities to be completed.
4. Authority to Conduct Work on Behalf of Grantee – At the request of the Grantee, the Authority may conduct the grant-funded assessment work on behalf of the Grantee. The Authority will follow applicable Washtenaw County procurement procedures to contract with qualified environmental consultants to complete the work. This may include a singular request for quotes for the work to be conducted. Or, procurement may entail a periodic public release of Request for Qualifications to pre-approve, in advance of any specific work needed, qualified environmental consultants, retaining those contractors on an on-going basis in order to expedite the necessary work to be completed.
5. Extension of Reliance of Environmental Reports to Authority and Assignees – Any and all reports, investigations, testing, and information generated wholly or partially utilizing funding through this grant program shall include the ability of the Washtenaw County Brownfield Authority and its assignees and/or designees, as determined by the Authority, to rely upon such reports, investigations, testing and information. Further, copies of any and all reports shall be provided to the Authority once completed, prior to any disbursement of grant funds.
6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to \$2,150.
7. Unspent Grant Funds – If the final cost of the eligible activities conducted is below the maximum award, remaining unspent grant funds will not be reimbursed, but rather revert back to fund reserves for use on other suspected brownfield sites.
8. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the Grant.
9. Grant Expiration – All Eligible Activities shall be completed within one year of this Agreement, unless the Authority grants an extension.

10. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. Grantee shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee's contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker's Compensation, Motor Vehicle Liability, and Professional Liability.

- a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.

All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

- 11. Indemnification – To the extent permitted by Michigan law, the Grantee shall ensure its contractor shall indemnify and hold Washtenaw County and the Washtenaw County Brownfield Authority harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the Grantee's negligent, grossly negligent and/or intentional acts or omissions under this Agreement.
- 12. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
- 13. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
- 14. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent.
- 15. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
- 16. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 17. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 18. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

19. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
20. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
22. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____

Trevor Woollatt, WCBRA Vice- Chair

Date: _____

Attested to:

By: _____

Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

Approve As to Form:

By: _____

Curtis Hedger, Corporation Counsel

By: _____

_____, Grantee

BY: Brenda L. Stumba | Karen Carey

PRINT NAME: Brenda L. Stumba | Karen Carey

ITS: Supervisor / Clerk

Date: Feb. 20, 2019

Exhibits

Exhibit A – Proposal to Provide Environmental Consulting Services by AKT Peerless, dated January 23, 2019

EXHIBIT A

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #3**

February 19, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

| | | |
|--------------------------------------|-----------------------|---------------------------------|
| 101 - GENERAL OPERATIONS FUND | Total Increase | <u><u>\$7,161.00</u></u> |
|--------------------------------------|-----------------------|---------------------------------|

Request to increase budget for employee requested pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------------|---------------------|--------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$7,161.00 |
| | | Net Revenues | <u><u>\$7,161.00</u></u> |
| Expenditures: | Salaries Pay Out - PTO & Sick | 101-253-000-708.004 | \$1,759.00 |
| | FICA | 101-253-000-715.000 | \$135.00 |
| | Salaries Pay Out - PTO & Sick | 101-266-000-708.004 | \$4,893.00 |
| | FICA | 101-266-000-715.000 | <u>\$374.00</u> |
| | | Net Expenditures | <u><u>\$7,161.00</u></u> |

Motion to Amend the 2019 Budget (#3):

Move to increase the General Fund budget by \$7,161 to \$9,517,017 and approve the department line item changes as outlined.

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MARCH 5, 2019 BOARD MEETING

| | | |
|---------------------------|----|-------------------|
| ACCOUNTS PAYABLE CHECKS - | \$ | 594,694.35 |
| HAND CHECKS - | \$ | 70,094.72 |
| CREDIT CARDS PURCHASES - | \$ | 0.00 |
| GRAND TOTAL - | \$ | 664,789.07 |

02/25/2019 03:46 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1
CHECK NUMBERS 181297 - 181350

| Check Date | Check | Vendor Name | Amount |
|--------------------|--------|-------------------------------------|-----------|
| <i>HAND checks</i> | | | |
| Bank AP AP | | | |
| 02/19/2019 | 181297 | COMCAST CABLE | 106.85 |
| 02/19/2019 | 181298 | COMCAST CABLE | 106.85 |
| 02/19/2019 | 181299 | COMCAST CABLE | 141.85 |
| 02/19/2019 | 181300 | COMCAST CABLE | 116.85 |
| 02/19/2019 | 181301 | COMCAST CABLE | 39.98 |
| 02/19/2019 | 181302 | COMCAST CABLE | 128.70 |
| 02/19/2019 | 181303 | COMCAST CABLE | 234.85 |
| 02/19/2019 | 181304 | VISION SERVICE PLAN | 3,189.19 |
| 02/19/2019 | 181305 | WASTE MANAGEMENT | 1,245.07 |
| 02/19/2019 | 181306 | WASTE MANAGEMENT* | 3,997.40 |
| 02/19/2019 | 181307 | TRANSUNION RISK & ALTERNATIVE | 70.00 |
| 02/19/2019 | 181308 | TRAVIS ERBY | 59.50 |
| 02/20/2019 | 181309 | D.R.A.C.O. | 75.00 |
| 02/20/2019 | 181310 | HABITAT FOR HUMANITY - HURON VALLEY | 50,000.00 |
| 02/20/2019 | 181311 | YPSILANTI COMMUNITY | 2,700.01 |
| 02/19/2019 | 181312 | TODD BARBER | 2,225.00 |
| 02/20/2019 | 181313 | YPSILANTI TWP. TAX COLLECTION | 4,699.17 |
| 02/25/2019 | 181314 | DAVID IRWIN | 660.00 |
| 02/25/2019 | 181315 | YPSILANTI COMMUNITY | 298.45 |

AP TOTALS:

| | |
|----------------------------|-----------|
| Total of 19 Checks: | 70,094.72 |
| Less 0 Void Checks: | 0.00 |
| Total of 19 Disbursements: | 70,094.72 |

User: mharris

CHECK NUMBERS 181351 - 181438

DB: Ypsilanti-Twp

| Check Date | Check | Vendor Name | Amount |
|------------|--------|------------------------------------|-----------|
| Bank AP AP | | | |
| 03/05/2019 | 181351 | A.F. SMITH ELECTRIC | 3,150.00 |
| 03/05/2019 | 181352 | AARON SIEGFRIED | 285.00 |
| 03/05/2019 | 181353 | ABBAY DOOR | 786.00 |
| 03/05/2019 | 181354 | ACCUSHRED LLC | 365.00 |
| 03/05/2019 | 181355 | ACUSHNET COMPANY | 374.06 |
| 03/05/2019 | 181356 | ALAISHA MCCLAIN | 100.00 |
| 03/05/2019 | 181357 | ALL SEASONS LANDSCAPING CO. | 86.46 |
| 03/05/2019 | 181358 | AMAZON CAPITAL SERVICES | 372.87 |
| 03/05/2019 | 181359 | ANN ARBOR CLEANING SUPPLY | 568.67 |
| 03/05/2019 | 181360 | ANN ARBOR/YPSILANTI REGIONAL | 355.50 |
| 03/05/2019 | 181361 | APPLIED IMAGING | 5,491.20 |
| 03/05/2019 | 181362 | ATLANTIC WELDING SUPPLY | 168.00 |
| 03/05/2019 | 181363 | AUTO VALUE YPSILANTI | 316.80 |
| 03/05/2019 | 181364 | BADER & SONS CO. | 219.04 |
| 03/05/2019 | 181365 | BUDGET TOWING | 365.00 |
| 03/05/2019 | 181366 | CARLISLE/WORTMAN ASSOCIATES | 12,593.50 |
| 03/05/2019 | 181367 | CHELSEA BRODFUEHRER | 1,431.70 |
| 03/05/2019 | 181368 | CINCINNATI TIME SYSTEMS | 678.55 |
| 03/05/2019 | 181369 | CINTAS CORPORATION | 353.51 |
| 03/05/2019 | 181370 | CLAUDIA SETTLE | 514.50 |
| 03/05/2019 | 181371 | CODE OFFICIALS CONFERENCE OF MICH | 160.00 |
| 03/05/2019 | 181372 | CONGDON'S | 20.58 |
| 03/05/2019 | 181373 | COURT INNOVATIONS INC | 540.00 |
| 03/05/2019 | 181374 | CROWNE PLAZA, DELTA TOWNSHIP | 254.40 |
| 03/05/2019 | 181375 | CRYSTAL FLASH, INC. | 3,246.85 |
| 03/05/2019 | 181376 | DAWN FARM | 612.50 |
| 03/05/2019 | 181377 | DAYLAN JACKSON | 40.00 |
| 03/05/2019 | 181378 | DESTINATION ANN ARBOR | 75.00 |
| 03/05/2019 | 181379 | EMERGENCY MEDICAL PRODUCTS | 341.22 |
| 03/05/2019 | 181380 | EMERGENCY VEHICLE SERVICES | 1,247.65 |
| 03/05/2019 | 181381 | EMERGENT HEALTH PARTNERS | 12,894.70 |
| 03/05/2019 | 181382 | FASTENAL | 247.43 |
| 03/05/2019 | 181383 | FERGUSON ENTERPRISES, INC. | 31.46 |
| 03/05/2019 | 181384 | FIBER LINK | 17.50 |
| 03/05/2019 | 181385 | FLEETPRIDE | 35.60 |
| 03/05/2019 | 181386 | FONDRIEST ENVIRONMENTAL, INC | 10,344.88 |
| 03/05/2019 | 181387 | GORDON FOOD SERVICE INC. | 259.19 |
| 03/05/2019 | 181388 | GRAINGER | 136.66 |
| 03/05/2019 | 181389 | GRIFFIN PEST SOLUTIONS | 93.00 |
| 03/05/2019 | 181390 | HOME DEPOT | 330.80 |
| 03/05/2019 | 181391 | HOME DEPOT USA | 220.00 |
| 03/05/2019 | 181392 | INTERNATIONAL CODE COUNCIL | 78.00 |
| 03/05/2019 | 181393 | ISSUE MEDIA GROUP | 12,000.00 |
| 03/05/2019 | 181394 | JOHN DOUGLASS | 525.00 |
| 03/05/2019 | 181395 | KALITTA AIR LLC | 2,400.00 |
| 03/05/2019 | 181396 | KALITTA AIR LLC | 3,000.00 |
| 03/05/2019 | 181397 | KCI | 1,744.60 |
| 03/05/2019 | 181398 | LARDNER ELEVATOR COMPANY | 225.00 |
| 03/05/2019 | 181399 | LYDEN OIL COMPANY | 1,418.60 |
| 03/05/2019 | 181400 | MARK HAMILTON | 1,750.00 |
| 03/05/2019 | 181401 | MARLA GIBSON | 100.00 |
| 03/05/2019 | 181402 | MCCALLA'S FEED SERVICE, INC. | 1,656.00 |
| 03/05/2019 | 181403 | MCCULLY'S EDUCATIONAL RESOURCE CTR | 184.00 |
| 03/05/2019 | 181404 | MICHIGAN CHAMBER SERVICES INC. | 431.00 |
| 03/05/2019 | 181405 | MICHIGAN LINEN SERVICE, INC. | 1,284.00 |
| 03/05/2019 | 181406 | MICHIGAN URGENT CARE ANN ARBOR | 75.00 |
| 03/05/2019 | 181407 | MLIVE MEDIA GROUP | 1,271.10 |
| 03/05/2019 | 181408 | NAPA AUTO PARTS* | 190.78 |
| 03/05/2019 | 181409 | NEOPOST | 892.80 |
| 03/05/2019 | 181410 | NETWORKFLEET, INC | 758.00 |
| 03/05/2019 | 181411 | NYGEL HARGRAVE | 40.00 |
| 03/05/2019 | 181412 | OFFICE EXPRESS | 261.31 |
| 03/05/2019 | 181413 | ORIENTAL TRADING COMPANY, INC. | 222.08 |
| 03/05/2019 | 181414 | PM TECHNOLOGIES, LLC | 1,101.19 |
| 03/05/2019 | 181415 | PRIORITY SYSTEMS | 173.12 |
| 03/05/2019 | 181416 | RAYMOND FRISBIE | 50.00 |
| 03/05/2019 | 181417 | RHETT REYES | 1,062.00 |
| 03/05/2019 | 181418 | S & S ASSOCIATES, INC | 119.70 |
| 03/05/2019 | 181419 | S & S PARTS | 3,019.44 |
| 03/05/2019 | 181420 | SAM'S CLUB DIRECT | 259.10 |
| 03/05/2019 | 181421 | SCHOOLCRAFT COLLEGE | 570.00 |
| 03/05/2019 | 181422 | SHRADER TIRE & OIL | 109.90 |
| 03/05/2019 | 181423 | SITEONE LANDSCAPE SUPPLY, LLC | 112.66 |
| 03/05/2019 | 181424 | SUNSHINE MEDICAL | 476.85 |
| 03/05/2019 | 181425 | SUPERIOR TOWNSHIP UTILITY DEPT | 77.54 |
| 03/05/2019 | 181426 | TAFT LEWIS | 100.00 |
| 03/05/2019 | 181427 | TODD BARBER | 1,525.00 |
| 03/05/2019 | 181428 | UNIFIRST CORPORATION | 229.19 |

02/25/2019 03:46 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 181351 - 181438

| Check Date | Check | Vendor Name | Amount |
|------------|--------|-----------------------------------|------------|
| 03/05/2019 | 181429 | UNIVERSITY TRANSLATORS | 282.93 |
| 03/05/2019 | 181430 | VALERIE BASS | 315.00 |
| 03/05/2019 | 181431 | VICTORY LANE | 42.99 |
| 03/05/2019 | 181432 | W.J. O'NEIL COMPANY | 2,774.00 |
| 03/05/2019 | 181433 | WASHTENAW COUNTY ROAD COMMISSION | 52.20 |
| 03/05/2019 | 181434 | WASHTENAW COUNTY SHERIFF'S OFFICE | 78.00 |
| 03/05/2019 | 181435 | WASHTENAW COUNTY TREASURER# | 468,562.50 |
| 03/05/2019 | 181436 | WASHTENAW COUNTY TREASURER# | 18,852.75 |
| 03/05/2019 | 181437 | YPSILANTI COMMUNITY | 4,103.74 |
| 03/05/2019 | 181438 | YSHELU JOHNSON | 412.50 |

AP TOTALS:

| | |
|----------------------------|------------|
| Total of 88 Checks: | 594,694.35 |
| Less 0 Void Checks: | 0.00 |
| Total of 88 Disbursements: | 594,694.35 |

ATTORNEY REPORT


GENERAL LEGAL UPDATE

OLD BUSINESS



MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Captain Fred Anstead per Fire Chief Eric Copeland 

Date: February 26, 2019

Subject: Authorization for Ypsilanti Township to join H-GAC a no-cost government procurement services collaborative.

In service to the Township, I am requesting for the March 5, 2019 Township Board regular meeting to present the following item(s) for consideration.

- Authorization for Ypsilanti Township to join H-GAC a nationwide government procurement service provided at no cost to participating members helping to expedite the purchasing/bidding process. All costs for products or services by H-GAC incur at the Purchase Order product/services listing. Additionally all Purchase Orders/contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant to/with state statutes.
- Authorization of a Township Official and/or representative to register with HGACBuy a subsidiary of H-GAC, for future purchases and/or services with Ypsilanti Township and its Departments.

Attachments: A) H-GAC registration/contract
B) Purchase / Services Fee schedule.

Thank you, Fire Chief Eric Copeland

EXHIBIT

A



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *

_____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

EXHIBIT
A

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

**Denotes required fields*

EXHIBIT
A

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ County Name: _____
(Municipality / County / District / etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (____) _____ - _____ FAX Number: (____) _____ - _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ Title: _____
(City manager / Executive Director / etc.) Ph No.: (____) _____ - _____

Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: (____) _____ - _____

Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) Email Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: (____) _____ - _____

Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) Email Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: (____) _____ - _____

Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) Email Address: _____

(City) (State) (ZIP Code)

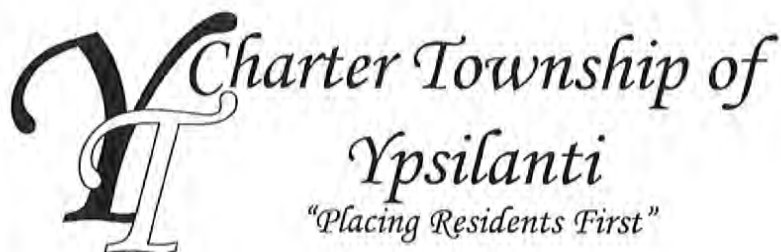
HGACBuy Cooperative Purchasing Program
Administrative Fee Schedule
 (Effective 4/1/2014)



| Product or Service Category | Fee Assessment |
|---|-------------------------|
| VEHICLES: | |
| Cars, Light Trucks, Utility Vehicles, Vans, Brush Fire/Wildland Units, etc; and Light Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO) | \$ 600 flat per PO |
| Medium & Heavy Duty Trucks, Cab/Chassis only w/o Bodies (i.e. exposed frame rails); Ambulance Remounts | \$ 600 flat per PO |
| Buses, School & Transit (All Types) | \$ 600 flat per PO |
| Medium & Heavy Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO). | \$ 1,000 flat per PO |
| Medium & Heavy Duty Trucks w/Bodies supplied from a <i>different</i> contract (i.e. Refuse Collection or Sewer Cleaning contracts; all on a single PO). | \$1,500 per PO |
| Ambulances, Complete (All Types) | \$ 1,000 flat per PO |
| Fire Apparatus (All Types Except Brush/Wildland) | \$ 2,000 flat per PO |
| Truck Bodies and Conversions on separate PO from Cab/Chassis (i.e. Sewer Cleaners, Box Vans, Brush Fire/Wildland Units, Refuse Collection Bodies etc.). | 1.5% of total PO amount |
| Trailers (All Types) | 1.5% of total PO amount |
| OTHER PRODUCTS/SERVICES: | |
| Wireless Communications Services | 1.0% of total PO amount |
| ALL OTHER PRODUCTS & SERVICES: | 1.5% of total PO amount |
| Published Options purchased directly from a contract (separate and apart from the associated base line item) | 1.5% of total PO amount |


NEW BUSINESS

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: Board Members
FROM: Brenda L. Stumbo, Supervisor 
DATE: February 22, 2019
RE: Park Commission Appointment

After receiving four great requests for appointment to fill the Parks Commission vacancy (attached), it is my recommendation that we appoint Brad Cannon.

Brad is a resident of Ypsilanti Township and his experience with skateboard parks makes him a great choice to fill the vacancy at this time. He is actively involved in the Prospect Park Skate Park and helps to maintain the park for skateboarders of all ages to enjoy. He was also employed at the Olympia Skate Shop in Ypsilanti until recently, when he resigned to pursue a real estate license. Brad brings a specialized skill that is needed as we proceed with the \$500,000 skateboard park investment in our community.

I am requesting the Board to consider this appointment at the March 5, 2019 regular meeting.

If you have any questions, please let me know.

tk

Attachments

Fwd: Hello

From : Tammie Keen <tkeen@ytown.org>

Mon, Feb 25, 2019 09:55 AM

Subject : Fwd: Hello

To : Tammie Keen <tkeen@ytown.org>

----- Original Message -----

From: "Brad Cannon" <banzoonie@gmail.com>

To: "Brenda Stumbo" <bstumbo@ytown.org>

Sent: Friday, February 22, 2019 3:29:28 PM

Subject: Hello

Brenda,

Thanks for having me yesterday. I'm writing you to express my interest in being appointed to the Board. I would love to have the opportunity to be apart of something that benefits a community I have grew up in a long with all the opportunity to learn from all of you.

Thanks.

-Brad Cannon

--

Brenda L. Stumbo

Ypsilanti Township Supervisor

(734)481-0617

February 21, 2019

Brenda Stumbo
Ypsilanti Township Supervisor

RE: Appointment to The Ypsilanti Township Parks Commission

Dear Brenda,

I wanted to take this opportunity to let you know that I'm interested in the vacant spot that has become available on the Ypsilanti Township Parks Commission.

As you know, I have served on the Planning Commission for Ypsilanti Township for the past 5 years and would one day like to run for Trustee on the Ypsilanti Township Board.

I have been a lifelong Ypsilanti Township resident of 42 years and with my work experience at Webster Township, I feel that I can be an asset to our great community.

Please consider my appointment to the Ypsilanti Township Parks Commission.

If you need anything from me, just give me a call.
Thank you

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Sinkule". The signature is fluid and cursive, with the first name "Bill" and last name "Sinkule" clearly distinguishable.

Bill Sinkule
Ypsilanti Township Planning Commissioner
1223 Jeffery St.
Ypsilanti, MI 48198
734-355-4191

Brenda L. Stumbo
Township Supervisor
Charter Township Of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 78197

Ms. Stumbo:

I am requesting that I be considered for the open, partial Ypsilanti Township Parks commissioner position.

In my last term as a parks commissioner I served as liaison to both YUCA and Ypsilanti Pride, and also served as commission treasurer. My meeting attendance was near perfect and I feel I worked well with the other commissioners and the board.

Thank you for your consideration.

Sincerely

Lawrence W (Larry) Johnson

morgan melody foreman

313.286.9043
Morgan.Foreman@gmail.com

HIGHLIGHTS

10+ years of non-profit, event, and project management, program development and implementation, team leadership, organization, and community outreach experience.

AWARDS & COMMUNITY INVOLVEMENT

- Named Future Leader of Ypsilanti (2018)
- Ypsilanti Twp Community Steering Committee (2018)
- Family, Career, & Community Leaders of America (2006 - Present)
- Elections Chairperson - Ypsilanti Charter Twp (2013 - Present)
- Second Baptist Church Sunday School Teacher & Social Media Manager (2006 - Present)

SKILLS

- Project Management
- Event Planning
- Social Media Strategy
- Content Creation
- Program Development and Implementation
- Employee Onboarding and Training
- Conflict Management
- Communications
- Team Leadership
- Payroll Systems
- Microsoft Office Suite
- Community Relations and Outreach
- Market Research

EXPERIENCE

SPECIAL EDUCATION PARAPROFESSIONAL

YPSILANTI COMMUNITY MIDDLE SCHOOL
(2017 - PRESENT)

- Collaborates and consults with main classroom teacher on strategies to aid students with autism to achieve academic success, providing behavioral support as needed.
- Identifies student needs and works with students individually to develop successful social and academic skills.

SITE SUPERVISOR

WASHTENAW COUNTY PARKS & RECREATION (2017 - PRESENT)

- Leader in Summer Playground Program which provides camp experiences to underprivileged local children.
- Plans and produces the program's events and activities for children, oversees the free lunch program and responds to questions from parents and family.

OUTREACH FACILITATOR

GIRL SCOUTS HEART OF MICHIGAN (2008 - 2017)

- Cultivated relationships with local Girl Scout Troops to deliver, implement and evaluate Girl Scout Curriculum programs, provide ongoing mentorship, and foster a positive environment for young women.
- Ensured efficient records management and accurate money collection.

OFFICE MANAGER

PLYMOUTH FAMILY YMCA (2015 - 2016)

HUMAN RESOURCES ADMINISTRATIVE SUPPORT

PRX, LLC (2014 - 2015)

LICENSED INSURANCE AGENT

COVINGTON INSURANCE AGENCY (2014)

BENEFITS ANALYST

DOMINO'S PIZZA / AEROTEK (2013)

Charter Township of Ypsilanti

RESOLUTION 2019-07 (In Reference to Ordinance 2019-485)

Amending the Township Code of Ordinances, Chapter 42 Section 210, Regulating the Days and Hours Fireworks May Be Used

Whereas, in 2013, the Michigan Legislature enacted a law which permitted the use of consumer fireworks during specified National Holidays, including the day before and the day after the specified National Holiday: and ;

Whereas, under the State law adopted in 2013 the specified National Holidays were: New Year's Day (January 1); Martin Luther King Jr's Birthday (the third Monday in January); Washington's Birthday (the third Monday in February); Memorial Day (the last Monday in May); Independence day (July 4); Labor Day (the first Monday in September); Columbus Day (the second Monday in October); Veterans Day (November 11); Thanksgiving Day (the fourth Thursday in November); and Christmas Day (December 25).

Whereas, the 2013 State law **expressly** prohibited local municipalities from adopting ordinances regulating the use of fireworks during the National Holidays specified in the law (including the day before and the day after the National Holidays);

Whereas, the Michigan Legislature, on December 28, 2018, in response to citizen complaints regarding the use of fireworks during the 30 days identified as National Holidays, without any local control over the hours or days, adopted Public Act 634 of 2018;

Whereas, under Public Act 634, the Township has the right to prohibit the use of fireworks on any day of the year **except** for the following days of the year: December 31 until 1:00 am on January 1; and the Saturday and Sunday immediately preceding Memorial Day until 11:45 am on each day; June 29 to July 4 until 11:45 pm on each of those days; July 5 if that date is a Friday or Saturday until 11:45 pm; and the Saturday and Sunday immediately preceding Labor day until 11:45 pm on each day.

Whereas, under Public Act 634, the Township also has the right to prohibit fireworks **before** 11:00 am; and

Whereas, the Township Board has received numerous complaints from residents concerning the disturbances caused to their families, persons suffering from PTSD, and pets when fireworks are ignited late at night and into the early morning during the 30 National holidays identified in the 2013 State Law; and

Whereas, the Township Board believes that adoption of Ordinance 2019-485 restricting fireworks during specified days and times, permitted under Public Act 634, is in the best interest of the Township and its residents,

Now Therefore, Be it resolved, that Ordinance No. 2019- 485 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2019-485

*An Ordinance to Amend the Charter Township of Ypsilanti
Code of Ordinances, Chapter 42-210 entitled Fireworks*

The Charter Township of Ypsilanti hereby ordains that the Charter Township of Ypsilanti Code of Ordinances, Chapter 42-210 entitled Fireworks, is amended as follows:

Delete: In its entirety, Section 42-210 entitled Fireworks and

Add: The following new Fireworks provisions to Chapter 42.

(a) *Definitions:* As used in this section;

(1) *Consumer fireworks* means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Produce Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks

(2) *Firework or fireworks* means any composition or device, except for a starting pistol, a flare gun, or a flare, designated for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

(3) *Low-impact fireworks* means ground and handheld sparking devices as that phrase is defined under APA standard 87-1, 3.3, 3.1.1.1 to 3.1.1.8 and 3.5

(4) *Novelties* means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:

a. Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 or a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.

b. Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (a) are use, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.

c. Flitter sparklers in paper tubes no exceeding one-eighth-inch in diameter.

(b) *Prohibition on use of consumer fireworks:* A person shall not ignite, discharge or use consumer fireworks within the township on any day of the year, except for the following days after 11:00 a.m.

(1) December 31 until 1 a.m. on January 1.

(2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.

(3) June 29 to July 4 until 11:45 p.m. on each of those days.

(4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.

(5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

Violation – Civil Infraction

Violation of this ordinance constitutes a municipal civil infraction with a civil fine of \$1,000 for each violation and no other fine or sanction. The local law enforcement agency responsible for enforcement of this ordinance shall be entitled \$500 of the civil fine collected from violations.

Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to authorize circuit court litigation to a abate public nuisance at 1114 Hunter Ave in the amount of \$10,000 funded in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: February 21, 2019

The Office of Community Standards has investigated a public nuisance at the following location and authorization is requested to engage legal services to abate said nuisance.

1114 HUNTER AVE

This single family house was inspected using an administrative warrant on March 29, 2016 at which time it was condemned and occupancy was prohibited. It was bank-owned following foreclosure at the time and was then sold to Barbara Chiweshe of Ypsilanti Township on January 25, 2017. For the past two years the new owner has failed to register the vacant house, although OCS staff was able to complete inspections on June 29, 2017 and March 20, 2018 with limited owner cooperation. The house has been vacant with no utility service for several years and constitutes a public nuisance to the detriment of neighboring properties. Authorization is requested to engage with the owner to abate the code violations by repair or demolition.





February 20, 2019

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

Re: Proposed Street Lighting at Sugarbrook Park

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the installation of two (2) streetlights at Sugarbrook Park. Install two (2) new wood poles, two (2) 58w LED Leotek fixtures, one with 6' arm and the other with 17'6" arm. Streetlights to be fed by overhead cable.

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

Two (2) Overhead fed LED fixtures mounted to (2) new wood poles

| | |
|---|-------------------|
| Annual Operating Cost | \$283.16 |
| Costs to Construct | \$3,629.42 |
| 3yr Revenue Credit | (\$849.48) |
| Contribution from the Ypsilanti Township | \$2,779.94 |

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

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

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

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting



February 26, 2019

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

Re: Charter Township of Ypsilanti-Sugarbrook Park Street Lighting Installation

Attached is the agreement for the work to be performed in the budget letter was sent on February 22, 2019. 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 **\$2,779.94** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

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

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

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

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 26, 2019 between DTE Electric Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated 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: | 53301056 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: | [Sugarbrook Park], 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) new wood poles, two (2) 58w LED Leotek fixtures, one with 6' arm and the other with 17'6" arm. | |
| 5. Estimated Total Annual Lamp Charges | \$283.16 | |
| 6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ") | Total estimated construction cost, including labor, materials, and overhead: | \$3,629.42 |
| | Credit for 3 years of lamp charges: | \$849.48 |
| | CIAC Amount (cost minus revenue) | \$2,779.94 |
| 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 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 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.

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____

SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Install wood pole,
17'6" arm, 58w LED

Install wood pole,
6' support arm,
58w LED.

SET PUBLIC HEARING DATE

REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2,
2019 AT APPROXIMATELY 7:00PM – CREATION OF STREETLIGHT
SPECIAL ASSESSMENT DISTRICT #214 LAKEWOOD/MAJESTIC
LAKES

SET PUBLIC HEARING DATE

REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2,
2019 AT APPROXIMATELY 7:15PM – CREATION OF SECURITY
CAMERA SPECIAL ASSESSMENT DISTRICT #071 LAKEWOOD/
MAJESTIC LAKES

SET PUBLIC HEARING DATE

REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:30PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #215 PONDS AT LAKEWOOD AND MAJESTIC PONDS

SET PUBLIC HEARING DATE

REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:45PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #072 PONDS AT LAKEWOOD AND MAJESTIC PONDS

SET PUBLIC HEARING DATE

REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2,
2019 AT APPROXIMATELY 8:00PM – CREATION OF STREETLIGHT
SPECIAL ASSESSMENT DISTRICT #216 REDWOOD/NAUTICA
POINTS APARTMENTS

SET PUBLIC HEARING DATE

REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2,
2019 AT APPROXIMATELY 8:15PM – CREATION OF SECURITY
CAMERA SPECIAL ASSESSMENT DISTRICT #073 REDWOOD/
NAUTICA POINTS APARTMENTS

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #4**

March 5, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$10,991.00

Request to increase budget for retiree pay out of PTO time. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------------|---------------------|--------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$8,211.00 |
| | | Net Revenues | <u><u>\$8,211.00</u></u> |
| Expenditures: | Salaries Pay Out - PTO & Sick | 101-265-000-708.008 | \$7,627.00 |
| | FICA | 101-265-000-715.000 | \$584.00 |
| | | Net Expenditures | <u><u>\$8,211.00</u></u> |

Request to increase the budget for a DTE project to add two streetlights at Sugarbrook Park. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-----------------------------|---------------------|--------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$2,780.00 |
| | | Net Revenues | <u><u>\$2,780.00</u></u> |
| Expenditures: | Street Light - Construction | 101-956-000-926.050 | \$2,780.00 |
| | | Net Expenditures | <u><u>\$2,780.00</u></u> |

Motion to Amend the 2019 Budget (#4):

Move to increase the General Fund budget by \$10,991 to \$9,528,008 and approve the department line item changes as outlined.

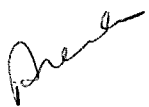
AUTHORIZATIONS AND BIDS

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: February 22, 2019
RE: Request for authorization to seek quotes on equipment

We are requesting to waive the formal bidding procedure and accept quotes for the following items:

1. Toro 5910 mower w/16' cut (includes enclosed cab) to increase efficiency and free up one (1) seasonal operator to use in other areas as needed. These mowers were demonstrated last summer for 30 days and our employees were impressed with their efficiency, completing more mowing in less time. If this is approved, the Parks & Grounds Department would transfer one (1) 4100 Grounds Master to the golf course for their use. It would also eliminate the use of a ¾ ton truck and trailer to haul the mower since the new one is street legal.

Our mower fleet is Toro and we have been happy with their performance. We would like to stay with this brand since some of the parts are interchangeable and can be used in the event repairs are needed.

2. Ford F-550 to be used for parks and grounds for tree and brush removal, replacing the 1995 Ford F-Super:
 - Ford Co-Op GPC Fleet
 - 2019 Ford F-550 XL C/C Reg Cab, 4x2, 2 Door, DRW
 - 169"WB, 84"CA
 - Oxford White/Earth Vinyl
 - 6.7L V8 Diesel, 6speed A/T
 - 4.88 LTD Slip H.D Axle
 - LT225/70x19.5 AS
 - A/C, Tilt/Cruise, Rapid Heat Cab
 - AM/FM w/Clock
 - Vinyl Floor
 - 19,500# GVWR Payload Pkg., Decor
 - Power Windows/Lock/Htd. Mirrors
 - SYNC Bluetooth
 - Disc Brakes w/ABS
 - Airbags
 - Dual H.D. Alt., H.D. Susp
 - Roof Clearance Lights
 - Upfitter Switches, Rev. Safety Beeper, Front Tow Hooks
 - Factory Cab Steps, AFT. Axle 40 gal. Fuel Tank
 - Arbortech 11' Chipper Body (NBC Truck Equip.), Specs Attached

We currently have all Ford vehicles.

3. Pull behind gasoline powered 12" capacity wood chipper:

- PSI 3.0 L, 89 HP gasoline engine with auto clutch
- Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- Dual horizontal feed wheel compression system with hydraulic lift assist, spring assisted down pressure and manually applied hydraulic down pressure at the valve handle
- Reversing automatic feed system
- 21 3/8" diameter x 14 1/2" wide staggered knife pocket drum with two (2) dual-edged chipper
- Knives and dual sided chambered air impeller system
- 24 1/2 gallon lockable fuel tank with drain plug, sight gauge and shut off valve
- 17 gallon lockable hydraulic reservoir with sight gauge, drain plug and clean out cover
- Live hydraulics; ball valve, pump, motor and control valve
- Manual crank swivel discharge chute with 360 degree rotation, turnbuckle height adjustment, bottom clean out door and adjustable flipper
- 8.2#, 6" channel frame rails with cross bracing for additional structural rigidity
- 5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with
- 2 1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- 7,000# Torflex axle, electric brakes, break-away actuator with 235/80R x 16" radial tires and hexagon splash guard fenders
- 5000# side wind tongue jack with stationary foot pad
- Lockable steel battery box with 8D, 1400CCA battery and steel tool box
- Registration and operator guide holder
- Complete set of manuals
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Trailer wiring package includes: 7 pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights and license plate holder with light

The chipper would pull behind the Ford F-450 for parks and grounds.

4. Bobcat 36" tree spade for planting and transplanting trees on Township grounds and in our park system. It would attach to our existing Bobcat skid steer that was purchased last year.

We will seek quotes from MIDeal, MITN and local vendors.

Please place this request on the March 5, 2019 agenda for the Board's consideration.

If you have any questions, please let me know.

tk

OTHER BUSINESS
