

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 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 Stumbo, Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Jimmie Wilson, Jr.

Members Absent: Trustee Ross-Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING**

Arloa Kaiser, Township Resident, stated she was glad that Debbie Dingell was going to look in to the problems with the postal service. She encouraged others to notify the Post Master General. She also would like the board, when looking at other trash companies, to make sure they have a good reputation since she has heard of problems others have had with other trash companies.

CONSENT AGENDA

A. MINUTES OF THE JANUARY 21, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MARCH 3, 2020 IN THE AMOUNT OF \$895,769.03

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated there was an ongoing challenge with the Forbes Cleaners property. He said DEQ purchased the property and has spent over \$750,000.00 for

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 2**

the clean-up and more money would be needed to finish the clean-up. He said vapor mitigation systems have been installed in two properties and the rest will be completed soon. He said the mitigation systems need to be listed on the property files for future inquiries.

Attorney Winters stated that Jason Iacoangeli, Planning Director received a phone call from an Attorney for Lily Investments, Inc. who owns the property at 3011 E. Michigan Ave. asking him what was needed to get the property renovated for a parole office. Attorney Winters stated the property was zoned B-3 which would not allow a parole office to be located there. He said the parole office had been located inside the Huron Valley Women's Prison and that for three years the County was negotiating with the State to move this parole office to the Washtenaw County Courthouse. He said the negotiations broke down with the County. The lease had been entered into with the Department of Corrections and Lily Investments.

OLD BUSINESS

1. RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN (TABLED AT THE FEBRUARY 18, 2020 REGULAR MEETING)

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to remove from table RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN.

The motion carried unanimously.

Jason Iacoangeli, Planning Director stated at the last meeting a brief overview of the proposed Master Plan was presented and there was concern regarding multiple family dwellings specifically at Gault Village. He said the verbage in the Master Plan was revised to remove the emphasis that originally focused on multiple family use of the property in the Gault Village area. He said the Gault Village Shopping Center was removed out of the Neighborhood Transition District and placed with all of its other neighbors in what is called the Neighborhood Preservation Future Land Use category.

Ben Carlisle, Carlisle Wortman explained why they list multi-family in Neighborhood Preservation Land Use Area. He said it was because there was already some multi-family in those areas but the board can always put conditions on future developments. He said that multi-family was utilized on the edges of land uses for transition and with like uses. He said this plan has flexibility.

Supervisor Stumbo asked if the 2015 Affordability Report was referred to in the Master Plan.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 3**

Mr. Carlisle stated they didn't refer to it directly but he said they could insert a note about it if you want that included. He said a lot of the comments were based on the report but they didn't specifically site the report.

Trustee Jarrell Roe would like the 2015 Affordability Report to be referenced in the plan.

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Resolution 2020-01, Adoption of Updated Master Plan (Tabled at the February 18, 2020 Regular Meeting) (see attached).

The motion carried unanimously.

Mr. Carlisle stated that he wanted to thank the Township for this plan. He said it was an excellent plan that was drafted. He said that he has never seen a Township be as involved or engaged in the process as what occurred in Ypsilanti Township. He said the Township should be very proud of this plan.

NEW BUSINESS

1. REQUEST TO APPROVE THE REVISED SITE PLAN, REVISED AND RESTATED DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO THE MASTER DEED AND BYLAWS FOR CRYSTAL PONDS CONDOMINIUMS

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve the Revised Site Plan, Revised and Restated Development Agreement and Fourth Amendment to the Master Deed and Bylaws for Crystal Ponds Condominiums.

Michael Radzik, OCS Director stated that what was before the Board tonight was the revised site plan for the Crystal Ponds Condominiums, revised and restated development agreement and the fourth amendment to the master deed and by-laws.

Greg Windingland, VP of Development Lombardo Homes, presented the new development for Crystal Ponds Condominiums. He said they have hired a professional management company to lead the HOA of Crystal Ponds and will cover the cost for three years. He said Lombardo Homes was a big enough company to handle this development and have had a lot of experience with going through the recession purchasing distressed properties. He said there were 22 properties that were privately owned from the last development. He said before they purchased the property they met with the current residents to discuss the redevelopment plans. He said Lombardo began building in Ypsilanti Township in 2009. Mr. Windingland stated they have a good working relationship with the Township. He said they would add streetlights and security cameras and Lombardo will pay for both the purchase and installation cost. He said they will get the public water and sewer completed. He said the Master Deed includes a line item for the private road

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 4**

maintenance. He said Attorney Winters and Mike Radzik had done a wonderful job in helping them with getting the development restarted.

The motion carried unanimously.

- 2. REQUEST TO APPROVE AGREEMENT WITH GEI CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE THE FIVE YEAR CONSULTANT SAFETY INSPECTIONS AS REQUIRED BY THE FEDERAL ENERGY REGULATORY COMMISSION (FERC), CFR 18, PART 12, SUBPART D OF THE COMMISSION'S REGULATION IN AN AMOUNT NOT TO EXCEED \$43,900.00 BUDGETED IN LINE ITEM #252-252-000-801-000**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Agreement with GEI Consultants to Provide Professional Services to Complete the Five Year Consultant Safety Inspections as Required by the Federal Energy Regulatory Commission (FERC), CFR 18, Part 12, Subpart D of the Commission's Regulation in an Amount Not to Exceed \$43,900.00 Budgeted in Line Item #252-252-000-801-000 (see attached).

The motion carried unanimously.

- 3. RESOLUTION 2020-05, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 26, 2020**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2020-05, Temporary Road Closure Request for Oberun 5K on June 26, 2020 (see attached).

The motion carried unanimously.

- 4. RESOLUTION 2020-06, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5K, 10K, AND KID'S MILE RUN ON OCTOBER 10, 2020**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Resolution 2020-06, Temporary Road Closure Request for "Run Scream Run" 5K, 10K, and Kid's Mile Run on October 10, 2020 (see attached).

The motion carried unanimously.

- 5. RESOLUTION 2020-07, 2020 MICHIGAN RECREATION PASSPORT GRANT FOR CLUBVIEW PARK**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Resolution 2020-07, 2020 Michigan Recreation Passport Grant for Clubview Park (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 5**

**6. RESOLUTION 2020-08, 2020 MICHIGAN LAND AND WATER CONSERVATION
FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2020-08, 2020 Michigan Land and Water Conservation Fund Development Grant for Community Center Park (see attached).

The motion carried unanimously.

**7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY
ROAD COMMISSION FOR THE INSTALLATION OF A RECTANGULAR RAPID
FLASHING BEACON (RRFB) AT THE ENTRANCE TO FORD HERITAGE PARK IN
THE AMOUNT OF \$25,604.87 BUDGETED IN LINE ITEM #101-466-000-818-
022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR
MAINTENANCE OF THE DEVICE**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Agreement with the Washtenaw County Road Commission for the Installation of a Rectangular Rapid Flashing Beacon (RRFB) at the Entrance to Ford Heritage Park in the Amount of \$25,604.87 Budgeted in Line Item #101-466-000-818-022 and to Approve the Traffic Control Device Agreement for Maintenance of the Device (see attached).

The motion carried unanimously.

**8. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HWA
ANALYTICS FOR PROJECT LEAD AND GRANT ADMINISTRATION SERVICES
FOR PROJECT WITH REGION 2 PLANNING COMMISSION**

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve Professional Services Agreement with HWA Analytics for Project Lead and Grant Administration Services for Project with Region 2 Planning Commission (see attached).

The motion carried unanimously.

**9. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR YEARLY
OPERATIONS COSTS OF \$16,362.00 FOR FIFTY (50) LIGHTS ON US 12
BUDGETED IN LINE ITEM #101-956-000-926-000 (INSTALLATION COSTS
FOR THE LIGHTS IS BEING PAID BY THE WASHTENAW COUNTY ROAD
COMMISSION TO DTE BY FUNDS PROVIDED BY THE MDOT GRANT)**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Purchase Agreement with DTE for Yearly Operations Costs of \$16,362.00 for Fifty (50) Lights on US 12 Budgeted in Line Item #101-956-000-926-000 (Installation

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 6**

Costs for the Lights is being Paid by the Washtenaw County Road Commission to DTE by Funds Provided by the MDOT Grant) (see attached).

The motion carried unanimously.

10. REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND AWARD THE PURCHASE OF SECURITY CAMERAS FOR 14B DISTRICT COURT TO CONTI IN THE AMOUNT OF \$12,737.73 BUDGETED IN LINE ITEM #266-301-000-977-000

A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve Authorization to Waive the Financial Policy and Award the Purchase of Security Cameras for 14B District Court to Conti in the Amount of \$12,737.73 Budgeted in Line Item #266-301-000-977-000.

The motion carried unanimously.

11. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO DIUBLE EQUIPMENT FOR THE PURCHASE OF TWO ZERO TURN MOWERS IN THE AMOUNT OF \$23,800.00 TO BE BUDGETED IN LINE ITEM #101-774-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Waive the Financial Policy and Award the Low Quote to Diuble Equipment for the Purchase of Two Zero Turn Mowers in the Amount of \$23,800.00 to be Budgeted in Line Item # 101-774-000-977-000 Contingent Upon Approval of the Budget Amendment.

The motion carried unanimously.

12. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1175 NASH AVE. AND 3775 GOLFSIDE RD. BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Wilson, supported by Trustee Jarrell Roe to Approve the Request for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1175 Nash Ave. and 3775 Golfside Rd. Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 7**

13. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATE ON APRIL 21, 2020 AT APPROXIMATELY 7:00PM

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Set a Public Hearing for the Creation of Streetlight Special Assessment District for Village at Majestic Lakes and Majestic Lakes Estate on April 21, 2020 at Approximately 7:00PM.

The motion carried unanimously.

14. REQUEST TO ACCEPT THE RESIGNATION OF BRENDA STUMBO FROM THE YCUA BOARD AND TO APPOINT GLORIA PETERSON WITH A TERM ENDING DECEMBER 31, 2020

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve the Request to Accept the Resignation of Brenda Stumbo from the YCUA Board and to Appoint Gloria Peterson with a Term Ending December 31, 2020.

The motion carried unanimously.

15. REQUEST TO SEEK SEALED BIDS FOR GARBAGE, RECYCLING AND YARD WASTE SERVICES CONTINGENT UPON APPROVAL OF THE BID SPECS BY THE TOWNSHIP ATTORNEY

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve the Request to Seek Sealed Bids for Garbage, Recycling and Yard Waste Services Contingent Upon Approval of the Bid Specs by the Township Attorney.

The motion carried unanimously.

16. BUDGET AMENDMENT #3

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve Budget Amendment #3 (see attached).

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST TO AWARD THE LOW BID FOR THE PURCHASE OF A SKYJACK 3226 SCISSOR LIFT FROM THE UNITED RENTALS IN THE AMOUNT OF \$13,905.00 WITH \$10,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000 AND \$3,905.00 BUDGETED IN LINE ITEM #252-252-000-977-000**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 8**

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve the Request to Award the Low Bid for the Purchase of a Skyjack 3226 Scissor Lift from the United Rentals in the Amount of \$13,905.00 with \$10,000.00 Budgeted in Line Item #101-265-000-977-000 and \$3,905.00 Budgeted in Line Item #252-252-000-977-000.

The motion carried unanimously.

Arloa Kaiser, Township Resident asked if centralized mailboxes would be put in all neighborhoods.

Supervisor Stumbo said the Post Office requested centralized mailboxes for all new developments.

A motion was made by Treasurer Doe, supported by Trustee Wilson to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:20PM.

Respectfully Submitted,



Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-01

ADOPTION OF UPDATED MASTER PLAN

Whereas, Ypsilanti Township has in the past adopted a Master Plan containing standards, objectives, priorities, recommendations for future growth and development within Ypsilanti Township; and

Whereas, the Master Plan has been periodically reviewed and updated to ensure that it reflects the current vision for growth and development within Ypsilanti Township; and

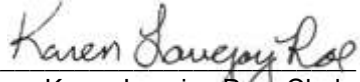
WHEREAS, the Charter Township of Ypsilanti Planning Commission with the assistance of the Township's planning consultants, Carlisle and Wortman, has revised the Township's Master Plan focusing on the long term (2040) human, environmental and economic health of the Township; and

WHEREAS, the Charter Township of Ypsilanti Planning Commission, on November 26, 2019, voted to recommend the Township Board, approve the 2040 Ypsilanti Township Master Plan; and

Whereas, the Charter Township of Ypsilanti Board has reviewed the proposed 2040 Ypsilanti Township Master Plan;

Now therefore, be it resolved, that the 2040 Ypsilanti Township Master Plan, the official copy of which is on file with the Ypsilanti Township Clerk, is hereby adopted. The adoption of the 2040 Ypsilanti Township Master Plan supersedes previous master plans adopted by the Township Board.

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. 2020-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of Michigan, P.C., 9282 General Drive, Suite 180, Plymouth, MI 48170 and
Charter Township of Ypsilanti, 7200 S. Huron Drive, Ypsilanti, MI 48197

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than forty-five (45) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) ~~Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.~~
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use

and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. Michael Saranen

For GEI:	Mr. Michael Gentner

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations

extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- Exhibit F, Special Provisions for Engineering Design Services
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

Brenda L. Stumbo | *Karen Lacey Roe*

By: *Michael Gentner*

(Signature)

(Signature)

Brenda L. Stumbo | *Karen Lacey Roe*

Michael Gentner, P.E.

(Print Name)

(Print Name)

Supervisor | *Chere*

Senior Professional

(Title)

(Title)

March 4, 2020

January 14, 2020

(Date)

(Date)



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

*Per GEI proposal dated January 14, 2020 for 2020 Part 12 Consultants Safety Inspection Report (CSIR),
Ford Lake Hydroelectric Station, FERC No. 5334, Ypsilanti Township, Michigan*



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

Per attached GEI Fee Schedule

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.

- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right of entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B.**
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and

~~by products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT F****Special Provisions for Engineering Design Services**

A. ~~Design Without Construction Phase Services.~~ CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:

1. ~~Assumes all responsibility for interpretation of the construction Contract Documents.~~
2. ~~Assumes all responsibility for construction observation and review.~~
3. ~~Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.~~

B. ~~Use of Documents.~~

1. ~~The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~
2. ~~All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~
3. ~~Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.~~
4. ~~CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT H****Special Provisions for Construction Services**

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

FORD LAKE DAM PROJECT
PROPOSAL FOR THE 2020 PART 12D DAM
SAFETY INSPECTION AND PFMA REVIEW
JANUARY 14, 2020

Fee Schedule

MI 2020 Fee Schedule



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 88
Staff Professional – Grade 2	\$ 94
Project Professional – Grade 3	\$ 102
Project Professional – Grade 4	\$ 109
Senior Professional – Grade 5	\$ 124
Senior Professional – Grade 6	\$ 161
Senior Professional – Grade 7	\$ 175
Senior Consultant – Grade 8	\$ 242
Senior Consultant – Grade 9	\$ 268
Senior Principal – Grade 10	\$ 268

Senior Drafter and Designer / GIS	\$ 99
Drafter and Designer / GIS	\$ 81
*Senior Field Professional	\$ 102
*Field Professional	\$ 90
*Senior Technician	\$ 77
*Technician II	\$ 74
*Technician I	\$ 65
Word Processor, Administrative Staff	\$ 68
Office Aide	\$ 62

Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2020-05

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, June 26, 2020 from 6:30 p.m. to 7:15 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2020-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP
OF YPSILANTI**

RESOLUTION NO. 2020-06

**RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE**

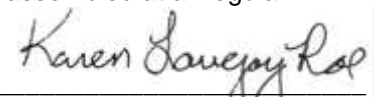
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 10, 2020 from 8:30a.m. to 11:00a.m. for the Run Scream Run 5K, 10K and Kid's Mile to benefit The Corner Health Center.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2020-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-07

**2020 MICHIGAN RECREATION PASSPORT GRANT
FOR CLUBVIEW PARK**

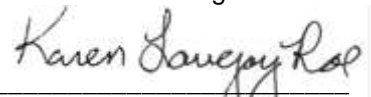
WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Clubview Park Improvements” to the Recreation Passport Grant Program for development of new tennis and pickleball courts at Clubview Park; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$99,500 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$150,000, and further resolves to make available its financial obligation amount of \$99,500 of a total \$249,500 project cost, during the 2021-2022 fiscal year.

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. 2020-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-08

2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK

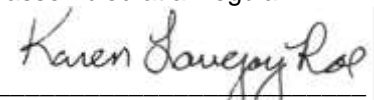
WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Community Center Park Improvements” to the Land and Water Conservation Fund for development of new tennis and pickleball courts at Community Center Park; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$176,200 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$176,200, and further resolves to make available its financial obligation amount of \$176,200 (50%) of a total \$352,400 project cost, during the 2021-2022 fiscal year.

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. 2020-08 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

THIS AGREEMENT, made and entered into this 4 day of March, 2020 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Township desires to improve the pedestrian crosswalk crossing Textile Road at Cherrywood Drive with rectangular rapid flashing beacons (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs of the rectangular rapid flashing beacon (RRFB) equipment and pay items associated with it, estimated to be \$25,604.87.

AGREEMENT SUMMARY

Estimated Costs

Textile Road at Cherrywood Drive Pedestrian RRFB installation **\$25,604.87**

FOR YPSILANTI TOWNSHIP:

Brenda Stumbo

Brenda Stumbo, Supervisor

March 4, 2020 Witness

Rosa K. Stanfield

March 4, 2020

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk March 4, 2020 Witness

Rosa K. Stanfield

March 4, 2020

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

WASHTENAW COUNTY ROAD COMMISSION

555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION: Textile Road at Cherrywood Drive AGREEMENT NO. 1
 DEVICE TYPE(S): Crosswalk pavement markings,
RRFB (Rect. Rapid Flashing Beacon),
and all signage for crossing. EFFECTIVE DATE OF THIS AGREEMENT: 3-4-2020

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

PARTICIPATION AGREEMENT

Agency	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	<u>0%</u>
Agency	<u>YPSILANTI TOWNSHIP</u>	<u>100%</u>
Agency	_____	_____
Other	_____	_____

BILLING AGREEMENT: It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the **Washtenaw County Road Commission**.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>YPSILANTI TOWNSHIP</u> Signed By <u><i>Brenda L. Stumbo</i></u> Print Name <u>Brenda L. Stumbo</u> Title <u>Supervisor</u> Date <u>March 4, 2020</u>
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other _____ Signed By _____ Print Name _____ Title _____ Date _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is between HWA Analytics, LLC (HWA), with an address of 1801 Chandler Rd, Ann Arbor, Michigan 48105, and the Charter Township of Ypsilanti (Township) with an address of 7200 S. Huron River Dr. Ypsilanti, Mi 48197.

1. **Scope of Work.** The Township of Ypsilanti has entered into an agreement with the Region 2 Planning Commission to create a business/implementation plan for “The American Center for Innovation”. HWA Analytics will be the project lead and will assist in grant administration. The Scope of Work is detailed in Attachment A. The Township is entering this Agreement with HWA to obtain HWA’s services in as outlined in the Scope of Work. HWA will perform the work described during the period of time stated in Attachment A for the Township as an independent contractor. HWA will perform such services in a diligent and workmanlike manner and in accordance with the schedule set forth in Exhibit A. HWA will also assist the township in administration of the contract, including submitting progress reports and time allocation.
2. **Compensation and Reimbursement.** HWA shall be compensated for work performed detailed in Attachment B.
3. **Copyright Ownership.** The work described in the Scope of Work will be the joint creation of the Township and HWA. Therefore, to the extent the Scope of Work includes works subject to copyright, the Township and HWA agree that each party shall jointly own the copyright.
4. **Relationship of the Parties.** HWA is an independent contractor with regard to the Township. Neither HWA nor any of HWA’s employees shall be entitled to any benefits accorded to the Township’s employees, any deductions or payments for payroll taxes, or any insurance coverage.
5. **Protection of Township’s Confidential Information.** As used in this Agreement, “Confidential Information” means any nonpublic information in the Township’s possession in oral, written, graphic or machine-readable form information gained by HWA as a result of its research which is designated as confidential or proprietary by the disclosing party at the time of disclosure, or which – considering all the circumstances surrounding the disclosure – ought reasonably to be understood by HWA to be confidential. Notwithstanding the foregoing definition of “Confidential Information,” HWA will treat all information received from the Township as Confidential Information unless the information is within the definition of what does not constitute Confidential Information. Confidential Information does not include (i) information known by HWA prior to the disclosure, (ii) information in the public domain, or (iii) information received by HWA from a third party who was free to disclose it.
 - a. **Covenant to Protect Confidential Information:** HWA agrees not to disclose to any other person or entity any Confidential Information. HWA agrees not to use any Confidential Information except as necessary and allowed by the Township to perform the services described in the Scope of Work. HWA agrees to use at least the same degree of care in safeguarding the Confidential Information as HWA uses in safeguarding HWA’s own Confidential Information.
6. **Good Standing:** HWA represents that it is in good standing in the State of Michigan.

Additional Provisions:

7. **Agency:** HWA is not the Township’s agent or representative and has no authority to bind or commit the Township to any obligations to third parties.
8. **Conflict of Interest:** HWA may engage in work for others while engaged in providing the work effort of this agreement. HWA agrees to advise the Township of any services it provides to others that might be a conflict of interest or appear to be a conflict of interest.

SIGNATURE PAGE

for HWA ANALYTICS LLC:

By: _____
Kim Hill, President, HWA Analytics

Date: _____

for YPSILANTI TOWNSHIP:

By: Brenda L. Stumbo
Brenda Stumbo, Township Supervisor

Date: March 4, 2020

By: Karen Lovejoy-Roe
Karen Lovejoy-Roe, Township Clerk

Date: March 4, 2020

ATTACHMENT A

Scope of Work and Deliverables to be provided by HWA:

HWA Analytics and Township are partnering to develop a business plan for “The American Center for Innovation”. The main components for this effort include:

- Kick-off meeting, meetings-with staff, advisory groups, support organizations, and related activities
- Form advisory team(s)—including academic, public sector, and private sector representatives
- Research—benchmarks and best practices from similar facilities in Michigan and nationally, such as at Kettering University, Southwest (DHDC), Pinckney schools. Provide a cursory overview of facilities that can offer best practices to development and operation of the American Center for Innovation
- Assess the steps needed to form a non-profit organization
- Conduct individual meetings with business, academia, non-profits, and public sector organizations for the purpose of generating financial and in-kind support, and providing input for the business plan
- Assess the identified facility and costs—space assessment, rent/lease, fixed costs, possibility of an alternative location, etc.
- Assess equipment needs, and staffing costs
- 5 year budget—determine financial metrics of revenues and expenses, and create budget
- Develop funding strategy—develop catalogue of donors, foundations, grants, public sector funding programs such as SMART Zone, etc. determine what it will cost to build, open and operate the Center
- Develop initial marketing promotional plan
- Deliver final business plan, including launch implementation plan, sustainability model and performance evaluation metrics

The following is the expected timeline for the project:

Task	Expected completion date
Initial meeting with Ypsilanti Township team to coordinate project assistance and roles	By March 1, 2020
Form advisory team—to help with “big” issues of starting the Center and assessing initial needs, possible funders, supporters, equipment acquisitions, programming, etc.	Initial advisors by end of March, others added as project progresses
Research, visit and benchmark other facilities	Begin by end of March, finish end of August
Assess and document the steps necessary to form non-profit 501(c)3 organization	By end of April
Building assessment—initial assessment of physical assets and configuration. May need separately funded engineering analysis	As buildings are available for assessment
Equipment—Assessment of equipment needs for the facility	After building assessment—mid summer, 2020
Prepare five-year budget	Preliminary budget by end of July

Prepare fund raising strategy	End of August
Develop contact list of potential funders—with input from advisory team, county and state representatives, academia, private sector, and others	Ongoing through September
Meet with potential funders and supporters	Ongoing through end of August
Meet with state agency representatives, such as MEDC, workforce development, and education to discuss funding opportunities	Ongoing through end of August
Meet with non-profits, academia, and industry to plan potential programming at the Center	Begin by mid-March and ongoing through end of August
Define requirements for permanent staff	End of August
Develop elements and messaging for outreach/marketing plan	End of August
Provide monthly reports on activities and milestones	Monthly
Develop a final business and launch plan, including scalability plans, and initial marketing and promotional elements.	By September 30, 2020

ATTACHMENT B

Term and Fee

Term

The term of this agreement between HWA and Ypsilanti Township shall align with the award of the grant as stated in the MOU between the Region 2 Planning Commission and Ypsilanti Township for the period of July 19, 2019 to September 30, 2020.

Fee

HWA Analytics will be paid a fee of \$36,690 for HWA Analytics' contribution to the creation of a business/implementation plan to guide the development and operation of The American Center for Innovation. The fee will consist of \$26,690 in grant funds, \$5,000 in Ypsilanti Township funds, and \$5,000 in funds contributed by Michigan Aerospace Corporation (1777 Highland Drive, Suite B, Ann Arbor, Michigan 48108). HWA will invoice the Township at the end of April, end of June, end of August, and end of September, 2020. Township agrees to pay the invoices in a timely manner.

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 20, 2020 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	56727426 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:	[Michigan Ave between Wiard Rd and Ecorse Rd], as more fully described on the map attached hereto as <u>Attachment 1</u> .								
3. Total number of lights to be installed:	50								
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install fifty (50) 136w LED luminaires with black housing and fifty (50) direct buried fiberglass poles with black finish								
5. Estimated Total Annual Lamp Charges	\$16,362.00-Ypsilanti Township								
6. Estimated Total Annual Post Charges if selected	\$0.00								
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	<table> <tr> <td>Total Project Costs:</td> <td align="right">\$288,168.23</td> </tr> <tr> <td>Credit for 3 years of lamp charges:</td> <td align="right">\$49,086.00</td> </tr> <tr> <td>Total Project-CIAC Amount Paid by Washtenaw County Road Commission</td> <td align="right">\$239,082.23</td> </tr> <tr> <td>Credit for Post Charge, if selected</td> <td align="right">\$0.00</td> </tr> </table>	Total Project Costs:	\$288,168.23	Credit for 3 years of lamp charges:	\$49,086.00	Total Project-CIAC Amount Paid by Washtenaw County Road Commission	\$239,082.23	Credit for Post Charge, if selected	\$0.00
Total Project Costs:	\$288,168.23								
Credit for 3 years of lamp charges:	\$49,086.00								
Total Project-CIAC Amount Paid by Washtenaw County Road Commission	\$239,082.23								
Credit for Post Charge, if selected	\$0.00								
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$239,082.23								
9. Term of Agreement	<p>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.</p> <p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 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.</p>								

<p>10. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(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</p> <p><i>Brenda L. Stumba</i> <i>Karen Lovejoy Roe</i></p> <p><i>Brenda L. Stumba / Karen Lovejoy Roe</i></p> <p style="text-align: right;"></p>
<p>11. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe</p>

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer 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: *Raymond T. Zoia*

Name: RAYMOND T. ZOIA

Title: MANAGER

Customer:

Charter Township of Ypsilanti

By: *Brenda L. Stumbo* | *Karen Lovejoy Roc* 

Name: Brenda L. Stumbo / Karen Lovejoy Roc

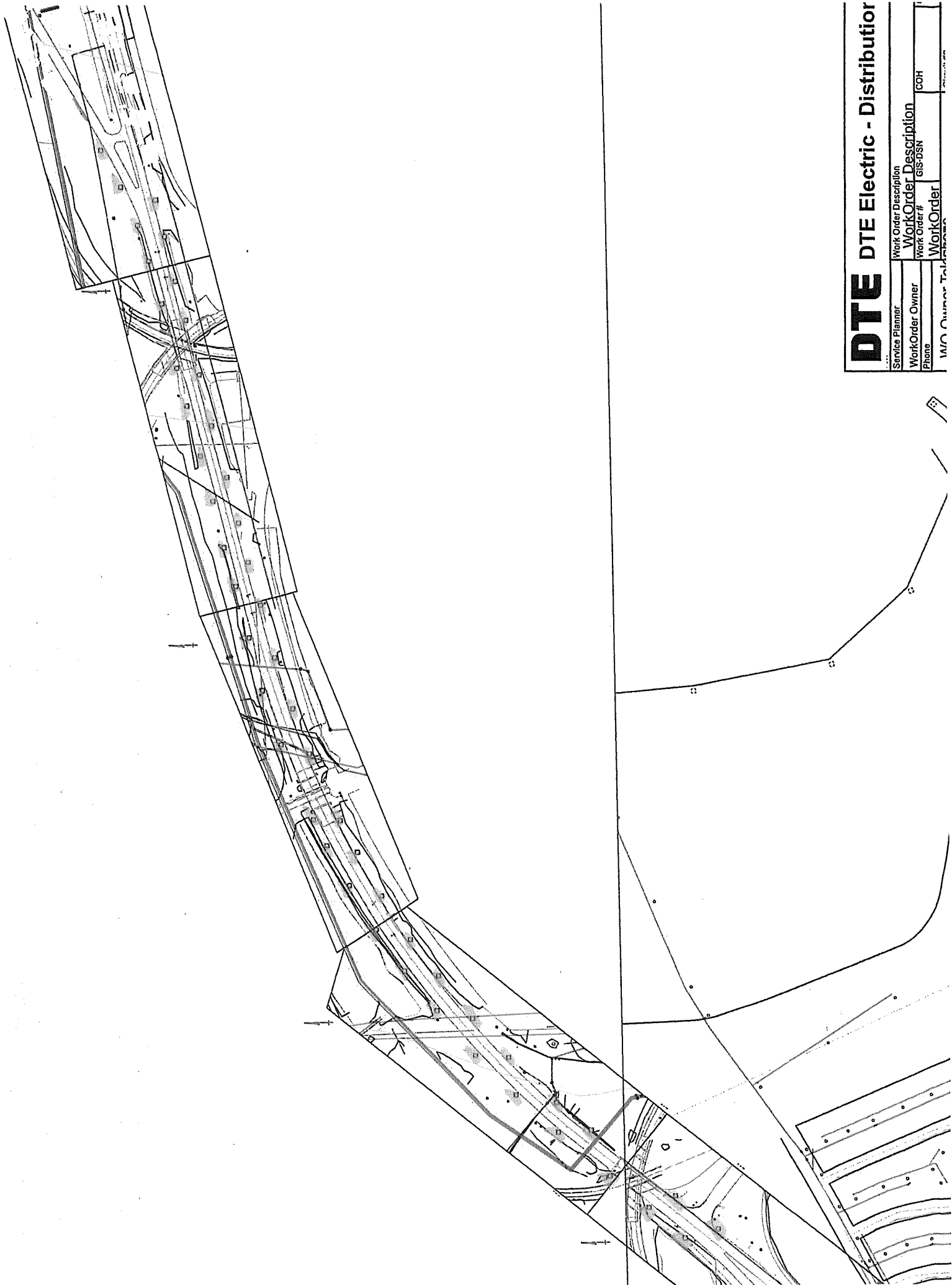
Title: Supervisor | clerk

March 4, 2020

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



DTE DTE Electric - Distributor

Service Planner	Work Order Description
WorkOrder Owner	WorkOrder Description
Phone	Work Order # GIS-DSN
W/O Owner Title	WorkOrder
	COH

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #3**

MARCH 3, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$40,490.00

Request to increase budget by \$8,800 for the purchase of 2 ZTR Zero turn mowers for parks and grounds. The low bid for both mowers totaled \$23,800. There is currently \$15,000 budgeted. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$8,800.00
		Net Revenues	<u><u>\$8,800.00</u></u>
Expenditures:	Equipment	101-774-000-977.000	\$8,800.00
		Net Expenditures	<u><u>\$8,800.00</u></u>

Request to increase the budget for professional service of HWA Analytics, LLC to create a business/implementation plan for "The American Center for Innovation". This is a collaborative project and will be funded by a \$26,690 grant from The Greater Ann Arbor Region Prosperity Initiative Management Team, a \$5,000 contribution from The Charter Township of Ypsilanti and a \$5,000 contribution from The Michigan Aerospace Corporation. The \$5,000 contribution from the Township will be funded by a line transfer to a new line within the Community Stabilization Department of the General Fund and the remaining \$31,690 will be funded by a grant and private contribution.

Revenues:	Prosperity Grant - ACI	101-000-000-671.100	\$31,690.00
		Net Revenues	<u><u>\$31,690.00</u></u>
Expenditures:	American Center Innovation -ACI	101-950-000-749.000	\$31,690.00
		Net Expenditures	<u><u>\$31,690.00</u></u>

LINE TRANSFER - NEW LINE Number (net zero)

<i>Expenditures:</i>	<i>American Center Innovation -ACI</i>	<i>101-950-000-749.000</i>	<i>\$5,000.00</i>
		<i>Net Expenditures</i>	<i><u><u>\$5,000.00</u></u></i>
<i>Expenditures:</i>	<i>Community Investment</i>	<i>101-950-000-969.010</i>	<i>(\$5,000.00)</i>
		<i>Net Expenditures</i>	<i><u><u>(\$5,000.00)</u></u></i>

Motion to Amend the 2020 Budget (#3)

Move to increase the General Fund budget by \$40,490 to \$9,491,949 and approve the department line item changes as outlined.