

**CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES**

---

*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**JEAN HALL CURRIE**

**STAN ELDRIDGE**

**MIKE MARTIN**

**SCOTT MARTIN**

---

**November 1, 2011**

**Work Session – 6:00 p.m.**

**Regular Meeting – 7:00 p.m.**

**Ypsilanti Township Civic Center**

**7200 S. Huron River Drive**

**Ypsilanti, MI 48197**

**WORK SESSION AGENDA**  
**CHARTER TOWNSHIP OF YPSILANTI**  
**TUESDAY, OCTOBER 4, 2011**

**6:00 P.M.**

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

1. DISCUSS 2012 FISCAL YEAR BUDGET
  - A. 14-B DISTRICT COURT – FUND 236
  - B. FIRE DEPARTMENT – FUND 206
2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO DISCUSS VACANT-ABANDONED PROPERTY ORDINANCE
3. REVIEW AGENDA
4. OTHER DISCUSSION

# **2012 FISCAL YEAR BUDGET WORK SESSION DISCUSSION**

---

1. Discussion of 2012 Fiscal Year Budget
  - A. 14-B District Court – Fund 236
  - B. Fire Department – Fund 206

**PLEASE NOTE:**

**Due to time constraints at the October 18<sup>th</sup> Work Session, both Judge Pope and Chief Copeland were asked to attend the November 1<sup>st</sup> Work Session to provide additional information on their proposed budgets.**

ORDINANCE NO. 2011-

An Ordinance to Amend Chapter 48  
of the Ypsilanti Charter Township  
Code of Ordinances

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

Add the following new article to Chapter 48 entitled Property Maintenance:

**Section 1 - Purpose**

The purpose of this article is to prevent the deterioration of Township  
neighborhoods by regulating vacant abandoned and foreclosed properties to  
insure that such properties are in compliance with all applicable state law and  
Township Code requirements including the Township property maintenance code  
adopted by the Township in sections 48–27 and 48–28 of the Ypsilanti Township  
Code of Ordinances.

**Section 2 – Definitions**

As used in this article:

Code compliance certificate means an annual certificate issued by the township  
Office of Community Standards that the structure is in compliance with all  
applicable state law and Township Code requirements, including the Township’s  
Property Maintenance Code.

Owner means any person or entity with legal or equitable ownership or  
possessory interest in any residential structure. The owner shall include, but not  
be limited to: a bank, credit union, trustee or financial institution which is in  
possession (in whole or in part) of the real property, foreclosing a lien or mortgage  
interest in the affected property, but may or may not have legal or equitable title.

Vacant property means a residential structure that remains unoccupied for a  
period in excess of 30 days. Vacant property does not mean property that is  
temporarily unoccupied while the residents are away on vacation, tending to  
personal matters or business, or property that is not intended by the owner to be  
left vacant.

**Section 3 - Scope**

The provisions of this article shall apply to all existing residential structures. This  
article does not relieve any person from compliance with all other township  
ordinances, the state building code, and all other laws, rules and regulations.



**Section 4 - Evidence of vacant property.**

Evidence of vacancy shall include any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk and/or debris; boarded up windows; abandoned vehicles, auto parts or materials; the absence of or continually drawn window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with habitation or occupancy; statements by neighbors, delivery agents or utility agents, including Township employees, that the property is vacant.

**Section 5 - Registry of vacant properties.**

There is hereby created in the township Office of Community Standards a registry of vacant residential properties.

**Section 6 - Vacant properties to be registered annually**

Owners of real property are required to register all vacant residential properties within 30 days of the vacancy and to reregister the properties annually thereafter. Residences that are vacant at the time of the enactment of this article must register within 30 days.

**Section 7 - Owner's registration form; content.**

Owners who are required to register their properties pursuant to this article shall submit a completed vacant property registration form, as provided by the township Office of Community Standards containing the following information:

- (1) The name of the owner of the property.
- (2) A mailing address where mail may be sent that will be acknowledged as received by the owner. If certified mail/return receipt requested is sent by the township Office of Community Standards to the address and the mail is returned marked "refused" or "unclaimed," then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement. If ordinary mail sent by the township Office of Community Standards to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (3) The name of an individual responsible for the care and control of the property. Such individual may be the owner, if the owner is an individual, or may be someone other than the owner with whom he/she has contracted.
- (4) A current address, phone number, fax, and email address (if fax and email addresses are available) where communications may be sent that will be acknowledged as received by the owner or individual

responsible for the care and control of the property. If certified mail/return receipt requested is sent to the address and the mail is returned marked "refused" or "unclaimed," or if ordinary mail sent to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.

- (5) Authorization to the township staff to access the exterior of the property for inspection purposes.
- (6) Verification that the utilities and the furnace are functioning.

**Section 8 - Annual registration and safety and blight inspection fee.**

The annual registration and safety and blight inspection fees shall be set by the Township Board to offset the cost of processing the form, conducting the safety and blight inspection and maintaining the records. In addition, if an owner fails to register, the owner shall be assessed the added cost of the Township's expense in having to determine ownership, which may include, but is not limited to title search and legal expenses.

**Section 9 - Requirement to keep information current.**

If at any time the information contained in the registration form is no longer valid, the property owner shall within ten (10) days file a new registration form containing current information. There shall be no fee to update the current owner's information.

**Section 10 - Inspections required.**

Owners of vacant buildings who are required to file an owner's registration form under this article must immediately obtain and pay for a township Office of Community Standards safety and blight inspection of the vacant property; obtain necessary permits; make required repairs; obtain any follow-up inspections from the township Office of Community Standards thereafter to ensure the residence is safe, secure and maintained. The owner or the owner's agent shall certify by affidavit that all water, sewer, electrical, gas, HVAC, plumbing systems, roofing, structural systems, foundations, and drainage systems are sound, operational, or properly disconnected. The owner or the owner's agent shall also certify by affidavit that the property is in compliance with the township's property maintenance code, and the water and sewer requirements set forth in Chapters 48 and 62 of the Township Code.

**Section 11 - Building inspection; maintenance and security requirements.**

Properties subject to this article shall be maintained and secured to comply with the minimum security fencing, barrier and maintenance requirements of the township's property maintenance code.

Pools, spas, and other water features shall be kept in working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and must comply with the minimum security fencing, barrier and maintenance requirements of the Property Maintenance Code.

Vacant properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and/or structure(s). Broken windows must be repaired or replaced within 14 days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than 14 days.

**Section 12 - Open property; securing fee.**

Property subject to this article that is left open and/or accessible shall be subject to entry by the township in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured and in compliance with the Township's Property Maintenance Code. The owner of property subject to this article which property is found open or unsecured shall be responsible for paying a securing fee as set by the township board to offset the cost incurred by the township in contacting the owner or management company to secure the property. If the owner and/or management company cannot be contacted or does not secure the property within a reasonable time, not to exceed 24 hours, the owner shall be responsible for paying the cost incurred by the township in securing the property.

**Section 13 - Reoccupation of vacant property; notification to township.**

Prior to reoccupation of property that is subject to this article, the owner shall notify the Township that the property has been sold or rented, and to whom.

**Section 14 - Fire damaged property.**

If an occupied building is damaged by fire, the owner has 90 days from the date of the fire to apply for a permit to start construction or demolition. Failure to do so will result in the property being deemed vacant and subject to the requirements of this article.

**Section 15 - Unpaid fees; assessment.**

All fees hereunder that remain unpaid after 14 days written notice to the owner/management company shall be assessed against the property as a lien and placed on the tax roll.

**Section 16 - Penalties; municipal civil infraction.**

Except as otherwise provided, a violation of this article shall be a municipal civil infraction subject to prosecution and penalty under MCL 42.21(3). The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law.

Violation of this article shall be a municipal civil infraction and for the first offense subject to a minimum \$200.00 fine and any of the penalties authorized under MCL 600.8727 and/or MCL 600.8302. Second or subsequent offenses shall be subject to a minimum fine of \$400.00 and any of the penalties authorized under MCL 600.8727 and/or MCL 600.8302. Each day that a violation continues shall be considered a separate offense.

**Severability**

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

**Publication**

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

**Effective date**

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

# REVIEW AGENDA

---

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA



B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT, IF NECESSARY, TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 6360 BUNTON ROAD

C. GENERAL LEGAL UPDATE

### **OLD BUSINESS**

1. RESOLUTION NO. 2011-30, SPECIAL ASSESSMENT DISTRICT FOR S. MANSFIELD STREET LIGHTING (Public Hearing held at the October 18, 2011 Regular Meeting)
2. DTE MUNICIPAL STREET LIGHTING AGREEMENT FOR SOUTH MANSFIELD (Tabled at the October 18, 2011 Regular Meeting)

### **NEW BUSINESS**

1. BUDGET AMENDMENT #13
2. TRANSPORTATION AND ACCESS AGREEMENT BETWEEN WAYNE DISPOSAL INC. (WDI) AND YPSILANTI TOWNSHIP AND AUTHORIZATION TO SIGN AGREEMENT
3. FORMALLY APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH WASHTENAW COUNTY FOR FIRWOOD HILLS ROAD IMPROVEMENTS
4. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO PURCHASE AND INSTALL TWO (2) SECURITY CAMERAS IN HARRIS ROAD PARK IN THE AMOUNT OF \$11,740.16 WITH AN ADDITIONAL \$29.00 PER MONTH, BUDGETED IN LINE ITEM #266.301.000.977.000 AND THE \$86.02 PER MONTH CELLULAR CHARGE, BUDGETED IN LINE ITEM #266.301.000.857.000
5. RECOMMENDATION OF MIKE RADZIK, OCS DIRECTOR TO UTILIZE LINE ITEM #101.950.000.969.011-COMMUNITY STABILIZATION FUND FOR THE DEMOLITION OF 2084, 2094 AND 2485 E. MICHIGAN AVENUE, NOT TO EXCEED \$42,680.00 AND FUND 283 NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FOR THE DEMOLITION OF 1117 HOLMES ROAD, NOT TO EXCEED \$12,420.00
6. REQUEST AUTHORIZATION TO SIGN ROAD AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR RESURFACING EASTERN HALF OF EMERICK FROM MAUS TO TYLER, NOT TO EXCEED \$30,000, BUDGETED IN 101.446.000.818.022

### **OTHER BUSINESS**

## **AUTHORIZATIONS AND BIDS**

### *Accept:*

1. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO ACCEPT THE RECOMMENDATIONS FROM BECKETT AND RAEDER, INC. FOR LAKESIDE PARK TOPOGRAPHIC SURVEY SERVICES REQUIRED TO DEVELOP THE PARK AND TO AUTHORIZE SIGNING OF THE AGREEMENTS AS FOLLOWS:
  - A. TESTING ENGINEERS & CONSULTANTS ,INC. (TEC) TO PROVIDE GEOTECHNICAL SERVICES SURVEY IN THE AMOUNT OF \$5,697.00, BUDGETED IN LINE ITEM #212.970.000.974.036
  - B. MIDWESTERN CONSULTING, INC. (MCI) TO PROVIDE SITE SURVEY IN THE AMOUNT OF \$7,850.00, BUDGETED IN LINE ITEM #212.970.000.974.036

### *Authorize:*

1. REQUEST OF THE GREEN COMMISSION TO SEEK SEALED BIDS FOR 3-YEAR, 4-YEAR AND 5-YEAR LEASE FOR 55 (BOTH GAS AND ELECTRIC) GOLF CARTS FOR GREEN OAKS GOLF COURSE AND AUTHORIZATION FOR LEON JACKSON TO SELECT THE MOST QUALIFIED BIDDER WITH THE OVERSIGHT OF THE THREE FULL-TIME OFFICIALS, BUDGETED IN THE 2012 BUDGET



# OTHER DISCUSSION

---

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

# PUBLIC COMMENTS

---

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 18, 2011 WORK SESSION**

**PROPOSED**

Supervisor Brenda L. Stumbo called the meeting to order at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Stan Eldridge (arrived at 6:30 p.m.), Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**1. FIRE FUND**

Fire Chief Copeland greeted the Board and stated his purpose was to present his 2012 budget for the Fire Department.

He first provided a brief overview of the process used to reach his 2010 and 2011 budget. He recalled that in 2010, he budgeted for 36 positions. He deemed it a maintenance type budget, in which he instituted across the board discretionary spending cuts, relying on negotiations to supplement and arrive at a balanced budget. He had projected saving \$1,000,000 therefore keeping him from using fund balance. The Chief recalled that in the first part of 2010, the early retirements were done with a projected savings of \$500,000. He said the 2011 Budget also relied on negotiations to produce more cost savings to keep from using fund balance. Chief Copeland said that budget had been for 30 positions, up from the 28 that came with early retirements. He said 2012 was roughly the same scenario.

Chief Copeland continued that in 2011, those line items in which he tried to maintain costs had begun to feel stress. He had covered overages in vehicle and building maintenance funds, as well vehicle fuel consumption and those line items were depleted. He was trying to garner savings from the labor group but, to date, there were none and they were preparing for arbitration.

Chief Copeland explained that with this budget there were 28 positions and they were currently staffed at 27. He reported that discretionary costs had risen and revenues, both operationally and in the retirement fund, had fallen short. He added that if they continued, by 2013 the Fire Fund Balance would be depleted.

Chief Copeland presented five options to the Board:

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 WORK SESSION MINUTES  
PAGE 2**

1. To increase revenues in the form of an expenditure from the Fire Fund Balance or General Fund Balance, coupled with a millage increase of 2 mils.
2. To cut personnel, however he didn't feel the department could be sustained, as there would be the resulting closing of at least one station.
3. A combination of cuts, as well as an increase in revenue.
4. Collaboration and consolidation with the City of Ypsilanti Fire Department.
5. To form a Fire Authority, which could be regionalized.

Chief Copeland continued to list cuts he would strive to get from the labor group, including a 3% pay cut, a 5% increase from their membership to their pension fund and elimination of holiday pay. He felt the union would not agree to those concessions and it would end in arbitration.

He asked the Board to consider going to the taxpayers for additional revenues.

Supervisor Stumbo asked the Chief if he felt a millage was the only option. Chief Copeland felt that option three, a combination of cuts as well as a millage increase was the best method, as well as collaboration and consolidation.

Trustee Scott Martin said he did not like the thought of closing the Hewitt Road station, especially in light of the concentration of apartments in that area.

Clerk Lovejoy Roe suggested starting with a collaboration with the City of Ypsilanti. She felt this made the most sense. She stated she was very concerned with the 2012 budget and taking the Fire Fund Balance to zero, as the accounting advisors and financial experts had always maintained that for the bond rating, it was recommended to keep 15-18% in fund balances. She suggested different ways to accomplish this, which she and the Chief discussed.

Supervisor Stumbo wondered if the Chief should budget the items he was negotiating with the union but he indicated he was not comfortable doing that.

Treasurer Doe asked if they were currently negotiating. The Chief acknowledged that they were. Treasurer Doe said the firefighters had not taken any pay cuts, even though all other township employees and other municipalities had. The Chief felt part of the labor group's strategy was to file a grievance over the OPEB funding, in hope that an arbitrator would rule in their favor and the Township would have to levy enough mils to cover the shortfall for the retirement and health care fund. Treasurer Doe asked if arbitration had been completed. The Chief said the ruling would not be back for three or four weeks. Treasurer Doe replied that he would not support a millage increase unless the firefighters showed they were willing to chip in with concessions.

Supervisor Stumbo said the Chief would need to provide some exact numbers concerning the Fire Fund Balance in order to reflect a balance of at least 15%. Clerk Lovejoy Roe and the Supervisor provided ideas on how to accomplish that. Supervisor Stumbo offered for the firefighters to come and look at the finances with the Accounting Director.

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 WORK SESSION MINUTES  
PAGE 3**

Trustee Mike Martin had questions about the early retirement program. Chief Copeland explained that the program had provided a \$750,000 savings. Trustee Martin asked about the concessionary labor agreement and Chief Copeland explained it. He stated that he had taken a 3% wage reduction personally, hoping to lead his group to do the same, however they had not followed suit. Trustee Martin made the point that the language seemed to conflict and Supervisor Stumbo agreed it needed to be clarified.

**2. COURT FUND**

Judge Pope pointed out the budget for 2012 had three major highlights.

1. A Deputy Clerk position was vacated in February 2011 and the Court elected not to fill the position in 2011 or 2012. They had taken a Probation Officer and transferred them to the Deputy Clerk position.
2. The court was approached by the State to partner in the development of the Judicial Information System, a new software system, which would eventually be used by courts throughout Michigan. He said the Court agreed to provide technical and financial support for this project and the Board was generous in allowing them to fulfill that obligation. He explained the financial agreement entailed four years of support, then no expense on the software itself for the next eight years. Judge Pope said that time period has been satisfied so no funds were budgeted for the software project in 2012.
3. Kathy Collins, the Court Administrator, would be retiring on December 9, 2012. The Judge proposed that Mark Nelson, the part-time Magistrate take the reconstituted position of Magistrate/Court Administrator. He said that would result in a savings of approximately \$43,000.

Judge Pope explained that these three items allowed him to come to the Board with a total of about \$125,000 less in expenditures than on 2011.

Judge Pope gave filing figures of cases for the Court which revealed the revenue struggle they were facing. He explained ways they have tried to cope and some of the issues they were going to face in 2012.

Judge Pope said he had been in discussions with other District Judges in the County, looking to get a consultant concerning sharing resources on a larger scale, countywide.

Judge Pope said they were successful in obtaining a grant from the federal government for Domestic Violence case processing, for \$399,000 in 2012. He said that meant our local court would have a dedicated probation officer for Domestic Violence at least two full days, possibly two and a half, and they would take over that caseload.

Treasurer Doe asked what would change to increase or even meet the projected revenue for next year if they were not making the necessary revenue this year.

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 WORK SESSION MINUTES  
PAGE 4**

Judge Pope agreed that was a major concern for the Court as well. He explained they were doing as much as they could with what was available, and reiterated traffic enforcement and a few other things that needed to become more of a priority.

Supervisor Stumbo asked Judge Pope to adjust the 14B Court Budget with real numbers.

Clerk Lovejoy Roe asked if it was possible to talk to other courts now for collaboration. Judge Pope responded that they already shared Magistrates and Judges in the County. He spoke about the new software making it possible to scan tickets in at one central location and suggested having the criminal cases heard elsewhere, since there wasn't any security at 14-B.

**3. OTHER BUSINESS**

Supervisor Stumbo asked for the Board's patience to add under Other Business, the Merrill Street and Valley Drive request for Traffic Calming Devices and the cancellation of the public hearing on the 2012 Budget. The Board Agreed.

**ADJOURNMENT**

The meeting adjourned at approximately 7:10 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 18, 2011 REGULAR MEETING**

**PROPOSED**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:11 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive; Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. 7:00 P.M. - BINA BOSAL INTERNATIONAL NORTH AMERICA, LOCATED AT 1476 SEAVER WAY IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE, RESOLUTION NO. 2011-29**

The public hearing opened at approximately 7:12 p.m.

Bruce Wagner, from Bosal, thanked the Board for considering their request. Mr. Wagner gave an overview of current plant projects and gave a projection of the growth for the future. He reported Bosal had a larger than expected sales year this year and expected it to grow for the coming years. He explained an abatement would give them an opportunity to re-invest back into the plant through new technology to create new stimulus.

Luke Bonner, Vice President of Business Development for Ann Arbor SPARK supported Bosal in their request for the abatement.

The public hearing closed at approximately 7:18 p.m.

Supervisor Stumbo asked if Bosal would be increasing jobs since she understood the application stated the current employment rate would be retained for the next five years.

Bruce Wagner said the current employment rate would be retained and if plans to add to the plant work out, more jobs would be added.

Supervisor Stumbo verified with Mr. Wagner that when the plant was built, no tax abatement was received. Mr. Wagner explained that they were a family owned, self-funded operation and had not requested an abatement when they began.

Treasurer Doe asked if Bosal had any plans to enlarge the building at this time. Mr. Wagner said they were close to capacity at this point but before enlarging the plant, they would maximize the area they had. He said it was very important for them to invest in good technology to take them to the next phase.

Attorney Winters commented that when GM was on the verge of bankruptcy, Bosal had a lot of business with them and there was a lot of concern as to how their future was going to be affected. He said it was wonderful to see how far they had come since that time.

Clerk Lovejoy Roe reminisced the process of entering into business with Bosal when they came into town. She explained about entering into a Sales Agreement for the property and floating bonds to pay for the roads and infrastructure, and stated the township was concerned about making the bond payment if the

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 REGULAR MEETING MINUTES  
PAGE 2**

abatement was granted, but even with the fifty percent tax abatement, they were ahead until 2017. She supported the abatement in the hope that future expansion would continue to benefit Bosal and Ypsilanti Township.

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2011-29 (see attached).**

Deputy Clerk Nancy Wrybkowski explained the Board packet had gone out on Friday and Dr. Meleski had called after that to change the name from Bina Bosal International to Bosal Industries Georgia Inc., but the resolution was exactly the same.

**The motion carried unanimously, contingent on the name change.**

**B. 7:15 P.M. – SPECIAL ASSESSMENT LEVY, RESOLUTION NO. 2011-30**

The public hearing opened at approximately 7:32 p.m.

Kathleen Truesdell, Township resident, questioned the location of the light by her house and the style of light that was to be installed.

Tim Miller, DTE representative, explained there were two prints that were made. He said they would stay three to five feet away from a driveway. Mr. Miller said the construction coordinator would look at the site.

Supervisor Stumbo said this was the time to voice concerns.

Carissa Collins, Township resident, asked if they could be moved if they weren't satisfied. She said she supported the installation and was grateful for them.

Tom Banks, Township resident, was opposed to the lights. He said he preferred the country feel of the street and appreciated the darkness, as well as being opposed to the cost. He felt the street needed a sidewalk worse than they needed streetlights due to the student traffic from the three schools at the end of the street.

Supervisor Stumbo said that sidewalks were being considered for that area.

Clerk Lovejoy Roe explained the Road Commission had also been approached for traffic calming devices for S. Mansfield. She explained those devices could not be installed there since it was considered a collector road and not a local road. The Clerk said the Road Commission was in the process of making that road eligible for funding and recommending it to be curbed and guttered with sidewalks on both sides.

Supervisor Stumbo said when any type of improvement was planned, the residents could be involved through a public notice at that time. She asked Mr. Banks if any of the lights were located near his home. He said one was located by his driveway on the map and he would like it to be moved. Supervisor Stumbo explained the specifics of the petition and public hearing.

Tim Miller said there should not have been any marking done by DTE at this point and that they would work to resolve all issues.

Judy Kullberg, Township resident, said she signed the petition for the street lights but was more concerned about the speed and volume of traffic on the street. She said there was a lot of foot traffic as well and maybe the lights needed to come after sidewalks. She asked if the curb and gutter would have any bearing on



**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 REGULAR MEETING MINUTES  
PAGE 3**

placement of the lights. She felt the logical progression of these improvements needed to be reconsidered.

The public hearing closed at approximately 7:53 p.m.

Trustee Scott Martin asked if DTE took property lines, sidewalks or any other things into consideration in their planning. He understood the concerns that had been presented because he lived close to that area.

Tim Miller, DTE representative, said the more information he received concerning the current and future state of the area concerned, the better his planning for placement of the lights would be.

Trustee Stan Eldridge, asked Commander Heren to place additional speed enforcement on S. Mansfield, from Michigan Ave. to Congress.

**A motion was made by Trustee Hall Currie, supported by Trustee Mike Martin to take no action on the Resolution at this time and gather more information from DTE and the Road Commission and bring it back before the Board at the next meeting.**

Clerk Lovejoy Roe expressed that she was confident all the issues discussed could be resolved with the Washtenaw County Road Commission and DTE and she would still like to approve the Resolution at this time, especially since people had worked so hard to bring it about.

**The motion carried as follows:**

<b>M. Martin:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Currie:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>Lovejoy Roe:</b>	<b>No</b>	<b>Doe:</b>	<b>Yes</b>		

**PUBLIC COMMENTS**

Arloa Kaiser, Township resident, voiced her concerns about Fire Department negotiations, the egos of the people in the Firefighter's Union and their unwillingness to take concessions like everyone else.

Bob Moore, Township resident, thanked the Board concerning the new school and felt it had been a good addition to the community. He was also appreciative for the changes made in the voting distribution in Precincts 17 and 18. He also felt the paving of the south service drive in front of Gault Village was a good thing. Mr. Moore went on to voice his concern about the bridge headed south on Grove Road and said it was in terrible shape and had been for at least two years. He felt it needed immediate attention and wondered why it hadn't already been repaired. Supervisor Stumbo explained that section of road was actually in the City of Ypsilanti and the Township had been trying for three years to get the City to improve it. She said that later on the agenda, the Board would take action to advance the City the money for a two inch layer of asphalt to be applied to that section and hopefully, the City was approving the action as well. She gave a brief explanation of how it would be paid back.

Kathleen Truesdale said she was not at the Work Session so she didn't know what was discussed. She said she didn't like higher taxes either but was willing to pay extra for streetlights because she felt they would offer protection. She went on to say that firefighters and police officers deserve every cent they get and more.

Dennis Dickinson, Township Resident, brought up the issue of snow removal on the bike path on Hewitt Road, from Congress Street to Ypsilanti High School. He said there was no winter maintenance provided and after the plows came through a few times in the winter, the path was blocked with ice and children walked in the street. He felt a possible solution was to utilize the Work Release

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 REGULAR MEETING MINUTES  
PAGE 4**

program from the County Sheriff's Department. Supervisor Stumbo said that could be added under Other Business.

**CONSENT AGENDA**

- A. MINUTES OF THE OCTOBER 4, 2011 WORK SESSION AND REGULAR MEETING**
- B. SEPTEMBER 2011 TREASURER REPORT**
- C. STATEMENTS AND CHECKS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Stan Eldridge to approve the Consent Agenda. The motion carried unanimously.**

**SUPERVISOR REPORT**

10/5/11

- ½ day vacation
- Attended Westlawn NHW meeting

10/6-7/11

- Vacation

10/11/11

- 3 FTOs attended weekly police meeting
- Clerk Roe and I toured area of the proposed transfer station and the current site in Romulus
- Attended Holmes Road NHW meeting

10/12/11

- Spoke with Washtenaw County Road Commission by phone regarding paving of Ypsilanti City section of Grove Road
- 3 FTOs, Doug Winters, Jeff Allen, Mike Radzik, Ron Fulton and Joe Lawson met with representatives of Wayne Disposal regarding the proposed transfer station facility and location on tracks by General Motors

10/13/11

- Attended weekly development team meeting
- 3 FTOs, Mike Radzik, Denny McLain and Jim Anuskiewicz met with Elks Club leadership regarding shooting in parking lot. It was a good meeting and there is a strategy between the police and the Elks Club.
- Prepared, copied and delivered VISA newsletters to YCUA for mailing with water bills.

10/17/11

- Karen Roe, Mike Radzik and I met with Dave Rutledge, a MSHDA representative and Angela Barbash regarding public assistance funded rentals
- Met with Jeff Allen regarding cameras in Harris Road Park
- Met with Mike Radzik regarding speed hump petition

10/18/11

- 3 FTOs attended weekly police meeting. Jeff Allen attended to discuss cameras in Harris Road Park and the owner/representative of home on Margarita also attended.

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 REGULAR MEETING MINUTES  
PAGE 5**

**CLERK REPORT**

- Ypsilanti Township Clerk's Election Staff, the Deputy Clerk and the Clerk attended an update on QVF training at the county building on Friday, September 30, 2011. The training was conducted by the State of Michigan Elections Department.
- Applications for absentee ballots were mailed with many returning this past week. The Clerk's office is handling requests for absentee ballot applications daily and preparing for mailing the ballots sometime during the week of October 10 – 14, 2011.
- Clerk's office sent out a reminder of the last day to register to vote was October 11, 2011 and how to receive an application to vote absentee. This notice generated a number of requests for absentee ballot applications. The office has been steadily processing these requests for absentee ballots.
- The Republican Primary will take place on February 28, 2012.
- Election Inspector Training is scheduled for four different days between now and the last week of October.
- The Clerk's Office would like to encourage residents to apply to be an election inspector for elections in 2012. There are currently three known elections in 2012: February, August and November. You must be a registered voter and some computer experience is required. Please contact the Clerk's Office at 734.484.4700 or email [klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org) to get an application for election inspector. Training is provided and no prior experience is necessary.
- The Clerk's Office has started the process, at the request of Trustee Jean Hall Currie, for street lights on Wallace.
- Ballots for the November 8, 2011 election arrived the week of October 3rd. Preliminary accuracy tests of all voting machines were conducted the week of October 3rd.
- Reminder that you can vote on Saturday, November 5, 2012. The Clerk's Office will be open for voting absentee from 9AM – 2PM. You can vote absentee at the Clerk's Office up until 4:00 PM on Monday, November 7, 2011.
- The Clerk's Office conducted the bid opening on Friday, October 7, 2011 for the Board authorized RFP for demolition of several properties located in Ypsilanti Township. The properties are: 2485 Michigan Avenue, 2094 Michigan Avenue, 2084 Michigan Avenue and 1117 Holmes Rd.
- Attended a Community Block Party on Saturday, October 8 hosted by Grace Fellowship and St. Mark Lutheran Churches. The event was well attended by the community.
- Community Wide Transit Meeting was held on Tuesday, October 11, 2011 at Ypsilanti Township Civic Center to begin planning for the county wide governance group and expanding the transit system in Washtenaw County.

**TRUSTEE REPORT**

Trustee Jean Hall Currie provided a list of meetings she attended.

**ATTORNEY REPORT**

Attorney Winters explained his "controlled anger" since two out of the three properties presented on the agenda involved existing problems that he attributed directly to federal government, banks and mortgage companies. He felt these entities had policies that had destroyed much of the residential tax base in southeast Michigan and the country in general and we are left to deal with the consequences.

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 REGULAR MEETING MINUTES  
PAGE 6**

Attorney Winters explained that the first example was the house located at 1416 Blossom Avenue, which was owned by the Bank of New York Mellon. Mr. Winters said that this bank had received three billion dollars in bailout funds when they faced the banking implosion crisis and this property had become a problem after the bank foreclosed and left the problem for the Township to deal with. He said the stench from the house had made it impossible for neighbors to enjoy the outdoors during the summer.

Attorney Winters said the second property at 1766 Eileen was set in motion by a foreclosure and was resold at a fire sale.

Attorney Winters explained the third property at 1240 Davis was foreclosed by Nationstar Mortgage, who also had taken advantage of federal funds. He said this property no longer had any value because of the condition of the home after several animals had been abandoned inside.

Attorney Winters said he thought the full time officials were trying to set up meetings with Congressman Dingell's office to seek federal assistance in dealing with even more issues being generated from similar situations. He said the Township was doing everything they could to stabilize these properties.

**A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1416 BLOSSOM AVENUE, 1766 EILEEN AND 1240 DAVIS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize legal action, if necessary, in Washtenaw County Circuit Court to abate the public nuisance for properties located at 1416 Blossom Avenue, 1766 Eileen and 1240 Davis. The motion carried unanimously.**

Supervisor Stumbo voiced her agreement with Attorney Winters' comments. She questioned whether the lawsuit could ask for demolition costs or remediation and attorney fees. Attorney Winters replied that was included in the lawsuit and he hoped the courts would be supportive.

**B. GENERAL LEGAL UPDATE**

Attorney Winters said he was currently trying to negotiate a draft for the Transportation Access Agreement with Waste Management for a transfer station.

**NEW BUSINESS**

**1. RESOLUTION NO. 2011-31 – APPROVING REFUNDING CONTRACT TO REFUND REMAINING OUTSTANDING 2002 SANITARY SEWER SYSTEM NO. 3 BONDS ISSUED BY YCUA AND AUTHORIZATION TO SIGN CONTRACT**

Clerk Lovejoy Roe read the resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2011-31 – Approving Refunding Contract to Refund Remaining Outstanding 2002 Sanitary Sewer System No. 3 Bonds issued by YCUA, and to authorize the signing the contract (see attached).**

**CHARTER TOWNSHIP OF YPSILANTI  
OCTOBER 18, 2011 REGULAR MEETING MINUTES  
PAGE 7**

Tom Colis, Attorney for Miller Canfield said this was an opportunity through YCUA to reduce some outstanding debt service costs. He explained the 2002 bonds were outstanding through 2026, so the idea would be to issue new bonds to take out the 2013 through 2026 maturities and put lower interest rate bonds in their place. Mr. Colis said the approximate savings would be \$684,000, after costs.

**The motion carried unanimously.**

**2. BUDGET AMENDMENT #12**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #12 (see attached). The motion carried unanimously.**

**3. RESOLUTION NO. 2011-32 TEMPORARY ROAD CLOSURE FOR WILLOW RUN HIGH SCHOOL HOMECOMING PARADE**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Resolution No. 2011-32 Temporary Road Closure for Willow Run High School Homecoming Parade (see attached). The motion carried unanimously.**

**4. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE EXTENSION OF SUPPLEMENTAL SUMMER POLICING CONTRACT WITH WASHTENAW COUNTY THROUGH DECEMBER 31, 2011 IN THE AMOUNT OF \$73,649.10, BUDGETED IN LINE ITEM #266.301.000.831.009 AND AUTHORIZATION TO SIGN CONTRACT**

**A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve the extension of the Supplemental Summer Policing Contract with Washtenaw County through December 31, 2011 in the amount of \$73,649.10, budgeted in line item #266.301.000.831.099 and to authorize signing the contract (see attached).**

Michael Radzik, OCS Director, explained that as part of the summer policing strategy, two deputies were added to the contract for the summer period ending at the end of August. Those officers were assigned to a four-person Anti-Crime Task Force, which operated exclusively in Ypsilanti Township. The work they did was so successful it was the desire to have them continue through the end of the year with the cost being split with the Washtenaw County Sheriff's Department.

**The motion carried unanimously.**

**5. DTE AGREEMENT FOR MUNICIPAL STREET LIGHTING FOR SOUTH MANSFIELD SPECIAL ASSESSMENT DISTRICT**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to table this until the November 1, 2011 Board Meeting. The motion carried as follows:**

<b>M. Martin:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Currie:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>		

**6. ROAD IMPROVEMENT AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR THE CITY SECTION OF GROVE ROAD BETWEEN THE SOUTH I-94 SERVICE DRIVE AND EMERICK STREET, CONTINGENT UPON A NEGOTIATED REIMBURSEMENT AGREEMENT WITH THE CITY OF YPSILANTI**

**A motion was made by Trustee Scott Martin, supported by Trustee Eldridge to approve the Road Improvement Agreement with the Washtenaw County Road Commission for the City section of Grove Road between the South I-94 Service Drive and Emerick Street, contingent upon a negotiated Reimbursement Agreement with the City of Ypsilanti.**

Supervisor Stumbo explained the Road Commission was willing to take the lead on this but by law, the Township could not make these improvements without a pay back agreement from the City of Ypsilanti. She said one possible source of revenue would be generated from the Hydro Dam and the City Council was considering that tonight at their meeting.

**Clerk Lovejoy Roe offered a friendly amendment to add the cost for the ADA accessible ramps and cold patch removal, if the City required it, to the agreement. The friendly amendment was accepted.**

Supervisor Stumbo said she really hoped the City would approve the agreement and listed the benefits for the road improvement.

**The motion carried unanimously.**

**OTHER BUSINESS**

**1. AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR INSTALLATION OF TRAFFIC CALMING DEVICES ON MERRILL AVENUE AND VALLEY DRIVE, MERRILL AVENUE-\$15,064.50 AND VALLEY DRIVE - \$23,965.50, FUNDS ARE AVAILABLE IN #212.212.000.818.006**

**A motion was made by Trustee Hall Currie, supported by Trustee Scott Martin to approve the agreement with the Washtenaw County Road Commission for installation of traffic calming devices on Merrill Avenue at a cost of \$15,064.50 and Valley Drive at a cost of \$23,965.50, to be charged to line item #212.212.000.818.006.**

Supervisor Stumbo explained that the residents in that area were petitioned and 75% of the people signed in favor of installing speed humps. She said it was one of the things that was budgeted for in the Neighborhood Stabilization Projects and a lot of people were asking for them because they were a deterrent to speeding.

**The motion carried unanimously.**

**2. FORMALLY REQUEST THE WASHTENAW COUNTY SHERIFF WORK PROGRAM TO PERFORM SNOW REMOVAL FOR HEWITT ROAD, BETWEEN CONGRESS AND VALLEY DRIVE**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to formally request the Washtenaw County Sheriff Work Program to perform snow removal for Hewitt Road, between Congress and Valley Drive. The motion carried unanimously.**

**3. REQUEST TO CANCEL THE PUBLIC HEARING ON THE BUDGET  
SCHEDULED FOR NOVEMBER 1, 2011**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to cancel the Public Hearing on the budget scheduled for November 1, 2011. The motion carried unanimously.

**AUTHORIZATIONS & BIDS**

***AUTHORIZE:***

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO PURCHASE A VEHICLE THROUGH THE STATE OF MICHIGAN PURCHASING PLAN TO REPLACE VEHICLE #27, A 2004 GMC SIERRA, USED BY THE ORDINANCE DEPARTMENT, NOT TO EXCEED \$24,000, BUDGETED IN LINE ITEM #595.595.000.985.000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize purchasing a vehicle through the State of Michigan purchasing plan to replace vehicle #27, a 2004 GMC Sierra used by the Ordinance Department, not to exceed \$24,000, budgeted in line item #595.595.000.985.000. The motion carried unanimously.

***ACCEPT:***

- 2. RECOMMENDATION OF RON FULTON, BUILDING DIRECTOR TO ACCEPT LOW BID FROM LYLE TRUCKING FOR DEMOLITION OF 2485 MICHIGAN AVENUE, 2094 MICHIGAN AVENUE, 2084 MICHIGAN AVENUE AND 1117 HOLMES ROAD**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept the recommendation of Ron Fulton, Building Director to accept the low bid from Lyle Trucking for demolition of 2485 Michigan Avenue, 2094 Michigan Avenue, 2084 Michigan Avenue and 1117 Holmes Road. The motion carried unanimously.

**ADJOURNMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:55 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## **RESOLUTION 2011-29**

**WHEREAS**, on June 21, 2011, the Ypsilanti Township Board established Industrial Development District No. 11-276 pursuant to Public Act 198, Act of 1974; and

**WHEREAS**, on August 16, 2011, ***Bosal Industries - Georgia, Inc.*** submitted an application for an Industrial Facilities Exemption Certificate regarding property within the Industrial Development District; and

**WHEREAS**, said application is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

**WHEREAS**, all provisions of Section 9(1) of said Act 198 are complied with by said application and other matters investigated and considered by this Board; and

**WHEREAS**, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the 18<sup>th</sup> day of October, 2011; and

**WHEREAS**, this Board approves the purpose behind the application for the Industrial Facilities Exemption Certificate; and

**WHEREAS**, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Exemption Certificates; and

**WHEREAS**, the Industrial Facilities Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.



**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Ypsilanti Township Board approves the application of ***Bosal Industries - Georgia, Inc. (Bosal)*** for an Industrial Facilities Exemption Certificate in the amount of **\$5,122,091** for the 5 year period, as requested, on the condition that ***Bosal*** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an *ad valorem* property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of ***Bosal*** for the Industrial Facilities Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

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. 2011-29 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 18, 2011.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
SEPTEMBER 1, 2011 THROUGH SEPTEMBER 30, 2011

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	5,233,710.97	434,617.46	908,471.31	4,759,857.12
101 - Payroll	80,955.38	952,078.50	922,903.46	110,130.42
101 - Willow Run Escrow	141,277.08	11.62	0.00	141,288.70
206 - Fire Department	3,568,318.22	1,918.47	388,984.79	3,181,251.90
208 - Parks Fund	21,494.17	1.74	310.73	21,185.18
211 - Bicycle Path	34,749.90	2.81	1,077.75	33,674.96
212 - Roads/Bike Path/Rec/General Fund	825,956.66	280,172.59	125.00	1,106,004.25
225 - Environmental Clean-up	443,417.22	36.44	0.00	443,453.66
226 - Environmental Services	4,278,548.16	1,361.53	200,994.30	4,078,915.39
230 - Recreation	260,347.67	38,718.60	80,921.07	218,145.20
236 - 14-B District Court	62,653.23	69,733.12	90,813.93	41,572.42
244 - Economic Development	67,041.52	5.51	0.00	67,047.03
245 - Public Improvement	523.44	0.04	0.00	523.48
248 - Rental Inspections	20,582.17	6,106.62	6,198.77	20,490.02
249 - Building Department Fund	250,461.65	22,199.15	22,585.89	250,074.91
250 - LDFA Tax	304.58	0.02	0.00	304.60
252 - Hydro Station Fund	564,126.98	8,900.49	20,209.08	552,818.39
266 - Law Enforcement Fund	5,443,551.36	497.75	925,311.38	4,518,737.73
280 - State Grants	18,346.01	1.51	0.00	18,347.52
283 - Neighborhood Stabilization	19,288.85	1.26	15,000.00	4,290.11
301 - General Obligation	395,394.10	47.33	0.00	395,441.43
396 - Series "A" Bond Payments	1,865.38	0.15	0.00	1,865.53
397 - Series "B" Cap. Cost of Funds	9,209.47	0.60	7,403.06	1,807.01
398 - LDFA 2006 Bonds	97,016.13	7.24	66,510.00	30,513.37
498 - Capital Improvement 2006 Bond Fund	344,194.42	28.29	0.00	344,222.71
584 - Green Oaks Golf Course	221,579.97	73,428.22	68,258.83	226,749.36
590 - Compost Site	1,170,632.65	36,148.79	20,043.83	1,186,737.61
595 - Motor Pool	447,835.66	14,607.94	10,938.15	451,505.45
701 - General Tax Collection	8,010.33	10,583.33	9,667.78	8,925.88
703 - Current Tax Collections	4,354,130.88	23,478,215.13	25,809,935.05	2,022,410.96
707 - Bonds & Escrow/GreenTop	624,745.44	23,911.97	5,392.50	643,264.91
708 - Fire Withholding Bonds	131,942.76	0.00	7,067.40	124,875.36
893 - Nuisance Abatement Fund	112,379.19	5,586.50	24,203.00	93,762.69
ABN AMRO Series "B" Debt Red. Cap.Int.	48,027.27	0.00	0.00	48,027.27
Comerica Series B Bond	1,918.25	0.24	25.00	1,893.49
<b>GRAND TOTAL</b>	<b>29,304,537.12</b>	<b>25,458,930.96</b>	<b>29,613,352.06</b>	<b>25,150,116.02</b>

**RESOLUTION NO. 2011-31  
APPROVING REFUNDING CONTRACT**

Charter Township of Ypsilanti  
County of Washtenaw, State of Michigan

---

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 18th day of October, 2011, at 7:00 o'clock p.m., prevailing Eastern Time.

**PRESENT: Members:** Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

**ABSENT: Members:** None

The following preamble and resolutions were offered by Member Clerk Lovejoy Roe and supported by Member Trustee Jean Hall Currie:

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's ("YCUA") 2002 Sanitary Sewer System No. 3 Bonds (Charter Township of Ypsilanti) so as to produce interest savings to the Local Unit; and

WHEREAS, a Refunding Contract has been prepared between the Local Unit and the Authority to provide for the refunding of certain of said Bonds; and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Local Unit.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Local Unit are directed to execute and deliver the Contract

on behalf of the Local Unit.

2. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

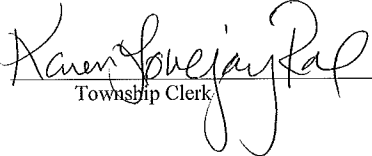
AYES: **Members:** Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

NAYS: **Members:** None

RESOLUTION DECLARED ADOPTED.

  
Towship Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on October 18, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
Township Clerk

19,451,115.1\099369-00033

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

# CHARTER TOWNSHIP OF YPSILANTI

## 2011 BUDGET AMENDMENT #12

### October 18, 2011

#### 266 - LAW ENFORCEMENT FUND

	<b>Total Increase</b>	<b>\$73,649.10</b>
--	-----------------------	--------------------

Increase the Law Enforcement Fund by \$73,649.10 for continuing the Sheriff Summer Policing contract for 1.5 deputies from September 4, 2011 to December 31, 2011. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance	266.000.000.699.000	\$73,649.10
	Net Revenues	\$73,649.10
 Expenditures: Sheriff Summer Policing Contract	 266.301.000.831.009	 \$73,649.10
	Net Expenditures	\$73,649.10
	Net Expenditures	\$73,649.10

**CHARTER TOWNSHIP OF YPSILANTI  
RESOLUTION NO. 2011- 32**

**RESOLUTION REGARDING  
TEMPORARY ROAD CLOSURE**

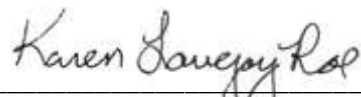
Resolution authorizing the temporary road closure of Forest Avenue between Holmes Road and Harris Road, Harris Road between Forest Avenue and Holmes Road, Holmes Road between Harris Road and Holmes Elementary School turnaround on Friday, October 21, 2011 from 1:30 p.m. until 2:30 p.m. for the Willow Run High School Homecoming parade.

**WHEREAS**, the Charter Township of Ypsilanti has approved the temporary closure of 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 Charter Township of Ypsilanti Board of Trustees designates and agrees that Natalie Turner of Willow Run Community Schools be the authorized official designated 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. 2011-32 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 18, 2011.



---

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI,  
WASHTENAW COUNTY AND THE WASHTENAW COUNTY SHERIFF TO  
PERMIT THE TOWNSHIP TO CONTRACT FOR ONE AND ONE HALF (1.5)  
DEPUTIES FOR THE TIME PERIOD OF SEPTEMBER 4, 2011 THROUGH  
DECEMBER 31, 2011

AGREEMENT is made this 18<sup>th</sup> day of October, 2011 by the Charter Township of Ypsilanti, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township currently contracts with the County and the Sheriff to provide contractual police services in its jurisdiction and;

WHEREAS, the Township would like to add one and one half (1.5) additional contract deputies for the period extending from September 4, 2011 through December 31, 2011 and;

WHEREAS, the Township shall be financially responsible for the 1.5 deputies for the time that they work for the Township under this Agreement; and

WHEREAS, the 1.5 deputies will be given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the fall months.

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

NOW THEREFORE, the parties agree as follows:

ARTICLE I – ASSIGNMENT OF CONTRACTUAL DEPUTIES

The parties agree that beginning on September 4, 2011 and concluding on December 31, 2011, one and one half (1.5) deputies currently assigned to general road patrol shall be reassigned to the Township. Upon expiration, the deputies will be reassigned back to general road patrol duties.

ARTICLE II - TERM

This contract shall begin on September 4, 2011 and continue through December 31, 2011.

ARTICLE III –PAYMENT FOR RE-ASSIGNED DEPUTIES

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputies at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$73,649.10, payable by the Township as follows: September invoice--\$16,710.30; October invoice--\$19,185.90; November invoice--\$18,567.00; and December invoice \$19,185.90;



ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES


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

ARTICLE V - EXTENT OF CONTRACT


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

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By:   
Brenda Stumbo (DATE)  
Supervisor

By: \_\_\_\_\_  
Verna McDaniel (DATE)  
County Administrator

By:   
Karen Lovejoy Ros (DATE)  
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

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

APPROVED AS TO FORM:

ATTESTED TO:

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

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



Check Register Report

Date: 10/24/2011

Time: 9:33 am

Page: 1

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
155888	10/24/2011	Printed		6570	21ST CENTURY NEWSPAPERS	PUBLISHING	926.53
155889	10/24/2011	Printed		8412	ACO HARDWARE	SUPPLIES	42.24
155890	10/24/2011	Printed		15971	PARKER D ALLEN	REFEREE	20.00
155891	10/24/2011	Printed		6981	ALLIED SUBSTANCE ABUSE	HOSPITAL PHYSICALS	200.00
155892	10/24/2011	Printed		16153	KELSEE ANGELL	REFEREE	33.00
155893	10/24/2011	Printed		0022	ANN ARBOR WELDING SUPPLY	SUPPLIES	158.25
155894	10/24/2011	Printed		6820	ANN ARBOR.COM	ADVERTISING IN ANNUAL UA CONVE	130.00
155895	10/24/2011	Printed		6817	APEX SOFTWARE	MAINTENANCE RENEWAL	1,670.00
155896	10/24/2011	Printed		6211	APOLLO FIRE APPARATUS	REPLACEMENT FIRE REPAIR HELMETS FOR F	5,394.44
155897	10/24/2011	Printed		0215	AUTO VALUE YPSILANTI	SUPPLIES	332.10
155898	10/24/2011	Printed		6397	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES	877.50
155899	10/24/2011	Printed		8529	BASIC	FLEX PLAN - OCT, NOV, DEC	231.75
155900	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 2084 E. MICH. AVE	186.25
155901	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 2147 MOELLER	844.50
155902	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 1593 WINGATE	114.75
155903	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 3187 MORRIS	87.50
155904	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 3163 MORRIS	87.50
155905	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 3131 MORRIS	114.75
155906	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 3183 MORRIS	114.75
155907	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 2125 MARGERY	310.25
155908	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 690 BROWNING	309.00
155909	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 6420 MEADOWBROOK LN	121.25
155910	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 953 E. MICH. AVE	201.50
155911	10/24/2011	Printed		6702	BELFOR USA	LOCATION: 953 E. MICH. AVE	160.00
155912	10/24/2011	Printed		6971	BIO-CARE, INC.	SOLE PROVIDER- ANNUAL FIREFIGH	10,995.00
155913	10/24/2011	Printed		15847	CHRISTOPHER BLINSTRUB	REFEREE	28.00
155914	10/24/2011	Printed		8416	C. BARRON & SONS	GAS & OIL	58.41
155915	10/24/2011	Printed		16315	CAMTRONICS	EQUIPMENT	72.50
155916	10/24/2011	Printed		16284	COMMUNICATIONS CO. CHARTER TOWNSHIP OF YPSILANTI	PROPERTY TAXES ON TWP PROPERTY	453.38
155917	10/24/2011	Printed		6718	CIGAR MAN	PRO SHOP RESALE CIGARS	144.70
155918	10/24/2011	Printed		15452	COLD CUT KRUISE	PRO SHOP RESALE	20.30
155919	10/24/2011	Printed		0102	COLMAN-WOLF SANITARY SUPPLY CO	SUPPLIES	260.60
155920	10/24/2011	Printed		15775	COMMERCIAL IRRIGATION & TURF	LIGHTNING STRUCK DECODER SYSTE	810.50
155921	10/24/2011	Printed		1312	COMPLETE BATTERY SOURCE	AUTO MAINTENANCE	65.00
155922	10/24/2011	Printed		6974	TERRY CONDIT	UMPIRE	184.00
155923	10/24/2011	Printed		0582	CONGDON'S	SUPPLIES	169.84
155924	10/24/2011	Printed		0588	CUMMINS BRIDGEWAY, LLC	REPAIRS & MAINTENANCE	38.26
155925	10/24/2011	Printed		16149	CVC-MEDICAL , INC.	5 Year Hydrostatic test of SCB	332.00
155926	10/24/2011	Printed		4865	DC HYDRAULICS INC.	filters for sluice gate system	226.61
155927	10/24/2011	Printed		0115	DELUX RENT-ALL, INC.	EQUIPMENT RENTAL	125.00
155928	10/24/2011	Printed		15851	RUTHANNE DOLINGER	REFEREE	11.00
155929	10/24/2011	Printed		4706	ED'S GARAGE	REPAIRS	456.00
155930	10/24/2011	Printed		0470	FOOTJOY	PRO SHOP RESALE	74.59
155931	10/24/2011	Printed		0135	FORMS TRAC, ENTERPRISES	RESTOCK SUPPLIES	856.70
155932	10/24/2011	Printed		12943	DAVID FREY	REFEREE	40.00
155933	10/24/2011	Printed		15986	JOSH FREY	REFEREE	20.00
155934	10/24/2011	Printed		0073	GENE BUTMAN FORD	REPAIRS	189.02
155935	10/24/2011	Printed		15879	THOMAS GOODSON	REFEREE	36.00
155936	10/24/2011	Printed		1233	GORDON FOOD SERVICE INC.	SUPPLIES	85.70
155937	10/24/2011	Printed		6161	GOVERNMENTAL CONSULTANT	PROFESSIONAL SERVICES	2,850.00
155938	10/24/2011	Printed		0107	GRAINGER	SUPPLIES	784.15
155939	10/24/2011	Printed		0426	GUARDIAN ALARM	BILLING: 7200 S. HURON RIVER	305.19
155940	10/24/2011	Printed		0158	MARK HAMILTON	ATTORNEY FEES - NOV. 2011	1,500.00
155941	10/24/2011	Printed		6542	HARBOR FREIGHT	SUPPLIES	37.98

# Check Register Report

Date: 10/24/2011

Time: 9:33 am

Page: 2

Charter Township of Ypsilanti

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
155942	10/24/2011	Printed		15857	ALEXANDER HENRY	REFEREE	58.00
155943	10/24/2011	Printed		15858	THOMAS HENRY	REFEREE	64.00
155944	10/24/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	MOWING OF TOWNSHIP PROPERTIES/	808.00
155945	10/24/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	425.00
155946	10/24/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	TWP MOWING	470.00
155947	10/24/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	1,246.00
155948	10/24/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	545.00
155949	10/24/2011	Printed		15884	HEPPNER LANDSCAPE SERVICES	PROFESSIONAL SERVICES	1,505.00
155950	10/24/2011	Printed		6547	HERITAGE NEWSPAPERS	PUBLISHING	2,419.20
155951	10/24/2011	Printed		6786	HERITAGE-CRYSTAL CLEAN, LLC	AUTO & TRUCK MAINTENANCE	220.35
155952	10/24/2011	Printed		15972	JESSE HILDEBRANDT	REFEREE	20.00
155953	10/24/2011	Printed		16329	ABBY HOLZMAN	REFEREE	20.00
155954	10/24/2011	Printed		0503	HOME DEPOT	SUPPLIES	464.49
155955	10/24/2011	Printed		0500	HORNUNG'S	PRO SHOP RESALE WINDSHIELDS FO	132.84
155956	10/24/2011	Printed		15788	INLAND	STAND BY RESCUE FOR TURBINE EN	700.00
155957	10/24/2011	Printed		15496	J.F. MOORE & ASSOCIATES, LLC	SMALL CLAIMS	135.00
155958	10/24/2011	Printed		0391	KONICA MINOLTA - ALBIN	EQUIPMENT MAINTENANCE	78.02
155959	10/24/2011	Printed		0519	LEISURE PURSUITS, INC.	AMUSEMENT PARK TICKETS	3,114.50
155960	10/24/2011	Printed		7038	LINCOLN SCHOOL DISTRICT	DELL PP TAXES	105.45
155961	10/24/2011	Printed		16155	ASHLEY LORE	REFEREE	22.00
155962	10/24/2011	Printed		6467	LOWES	SUPPLIES	32.57
155963	10/24/2011	Printed		11330	LSL PLANNING INC	PROFESSIONAL SERVICES	763.01
155964	10/24/2011	Printed		2521	MAX-VIEW WINDOW WASHING, INC.	CLEARING OF POND SIDE EXTERIOR	275.00
155965	10/24/2011	Printed		15962	GLORIA MAYER	REFEREE	20.00
155966	10/24/2011	Printed		15860	JULIA MAYER	REFEREE	50.00
155967	10/24/2011	Printed		15405	MAYNARDS AUTO SERVICE CENTER	VEHICLE #27 R&R FRONT BRAKE PA	317.73
155968	10/24/2011	Printed		15886	CASEY MCKEON	REFEREE	22.00
155969	10/24/2011	Printed		0253	MCLAIN AND WINTERS	LEGAL SERVICES - OCT. 2011	9,775.00
155970	10/24/2011	Printed		0343	MICHIGAN CHAMBER SERVICES INC.	STATE & FEDERAL LABOR LAW POST	402.00
155971	10/24/2011	Printed		2942	MICHIGAN TOURNAMENT FLEET, INC	GOLF CAR REPAIR	70.30
155972	10/24/2011	Printed		4414	ED MICHOWSKI	UMPIRE	92.00
155973	10/24/2011	Printed		15195	MARK NELSON	MAGISTRATE FEES - NOV. 2011	1,875.00
155974	10/24/2011	Printed		6278	OBRYAN'S LOCK & KEY*	REPAIRS & MAINTENANCE	100.00
155975	10/24/2011	Printed		2997	OFFICE EXPRESS	SUPPLIES	741.12
155976	10/24/2011	Printed		0309	ORCHARD, HILTZ & MCCLIMENT INC	STORM WATER PERMIT ASSISTANCE	3,159.00
155977	10/24/2011	Printed		0463	OSBURN INDUSTRIES, INC.	SAND FOR DRESSING THE GREENS A	1,504.00
155978	10/24/2011	Printed		0327	PINTER'S FLOWERLAND, INC.	MAINTENANCE SUPPLIES	16.18
155979	10/24/2011	Printed		16333	POLLARD BANKNOTE LIMITED	RELEASE OF FINANCIAL SECURTIES	9,704.50
155980	10/24/2011	Printed		15976	JACOB POLLOCK	REFEREE	22.00
155981	10/24/2011	Printed		0682	POSTAGE BY PHONE RESERVE	RESERVE ACCOUNT #10230589	10,000.00
155982	10/24/2011	Printed		0722	PRINTING SYSTEMS	SUPPLIES	397.25
155983	10/24/2011	Printed		15987	EDGAR RAINEY	REFEREE	96.00
155984	10/24/2011	Printed		15386	RICOH AMERICAS CORPORATION	EQUIPMENT RENTAL	1,025.22
155985	10/24/2011	Printed		15552	BRIAN ROBERTS	REFEREE	188.00
155986	10/24/2011	Printed		16156	JAMES ROSEMAN	REFEREE	20.00
155987	10/24/2011	Printed		0634	SAM'S CLUB DIRECT	SUPPLIES	342.59



# SUPERVISOR REPORT

---

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

# **CLERK REPORT**

**November 1, 2011**

Submitted by Karen Lovejoy Roe, Clerk

- On October 12, 2011 Ypsilanti Township Officials, Attorney and Office of Community Standards Staff attended a meeting regarding the Wayne Disposal Inc. Transfer Station proposed to be located near the GM Powertrain facility and the Norfolk Railroad in Ypsilanti Township.
- Development Team met with officers of the Elk's Club to discuss improved security and cooperation with the Sheriff's Department to help control future events hosted at the Elks Club.
- The Clerk's office would like to encourage residents to apply to be an election inspector for elections in 2012. There are currently three known elections in 2012 in February, August and November. You must be a registered voter and some computer experience is required. Please contact the Clerk's office at 734.484.4700 or email [klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org) to get an application for election inspector. Training is provided and no prior experience is necessary.
- State Representative David Rutledge hosted a meeting with MSHDA staff and public housing commission personnel from POWER Inc, Ann Arbor Housing Commission and the City of Ypsilanti Housing Commission, the Washtenaw County Sheriff's Department, the New West Willow Neighborhood Association and Ypsilanti Township. The group worked on ways to improve communications and to develop a path for success for public supported housing in the township. The purpose of the meeting was to try and decrease neighborhood nuisances and to work together to de-concentrate poverty in areas of the township. A follow up meeting is being planned.
- Clerk's office conducted election training for election inspectors on Wednesday, October 19, and Friday, October 21, 2011 and has plans to conduct two more trainings on Thursday, October 27 and Monday, October 31, 2011
- On Thursday October 20, 2011 the first Countywide Transit –U196 Board Meeting was held. Township Clerk attended as the Ypsilanti Township Board appointed representative representing the Southeast (Ypsilanti and Augusta Townships) District. A tour was given of the AATA facility and introductions of employees of the Authority and members of the current AATA board. Plans were made for District Wide Community Meetings to receive public input regarding transportation needs. The Southeast meeting will be held at 5:15 on Tuesday, November 29, 2011 at the Whittaker Road Library and the public is encouraged to attend to share their transportation needs.
- Reminder that you can vote on Saturday, November 5, 2012. Clerk's office will be open for voting absentee from 9AM – 2PM. You can vote absentee at the Clerk's office up until 4:00 PM on Monday, November 7, 2011.

- **Clerk Lovejoy Roe and Supervisor Stumbo attended the Gault Village Neighborhood Watch meeting on Monday, October 24, 2011. The residents are very concerned about the lack of support from the City of Ypsilanti for the paving on Grove Rd.**
- **AutoMark Testing was conducted by the Clerk's office on Tuesday, October 25, 2011.**
- **Clerk Lovejoy Roe attended the Urban County Executive Meeting as the Ypsilanti Township Board representative on Tuesday, October 25, 2011. It was announced that Jennifer Hall, who has been a key leader and County employee coordinating a large part of the work that this group does is leaving Washtenaw County to become Director of the Ann Arbor Housing Commission. Brett Lenart from County Planning will be taking her place in working with the Urban County Executive Committee. The HUD funding for the year has been approved. Plans were made to work on a policy for relocating residents from condemned housing.**



# TREASURER REPORT

---

THERE IS NO WRITTEN TREASURER REPORT

# TRUSTEE REPORT

---

THERE IS NO WRITTEN TRUSTEE REPORT

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



**Office of Community Standards**  
  
**Ordinance Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-4393**  
ytown.org

---

October 24, 2011

To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, Director  
Office of Community Standards  
Subject: **Request to Authorize Abatement of Public Nuisance  
at 2149 McGregor Rd**

On October 6, 2011, inspectors from the Office of Community Standards responded to a house located at 2149 McGregor Rd after neighbors reported that the house was vacant and numerous cats were living inside. OCS staff discovered dozens of cats in and around the house, no utilities, as well as a subject living in a recreational vehicle in the driveway. It was determined that the subject living in the vehicle was the property owner who had recently lost the property to mortgage foreclosure and had not yet been able to relocate.

OCS staff condemned the house and issued a Notice of Violation to abate severe blight conditions found in and around the house that include floor surfaces saturated with animal waste and numerous property maintenance violations. Further assistance was requested from Washtenaw County animal control, which subsequently live trapped in excess of 25 cats at the property. The cats were delivered to the Humane Society of Huron Valley by a neighbor who volunteered to help. Photographic evidence was obtained, a sample of which is enclosed here. The former owner has since left the property.

Preliminary investigation indicates that the property is currently owned by CitiMortgage, Inc. of Irving, Texas as a result of foreclosure on its mortgage recorded on July 7, 2011. The property is currently secured with no animals inside.

I am respectfully requesting authorization of legal action to be initiated, if necessary, to abate the blight conditions at this property for the good of neighboring residents and the community at large. Please place this item on the agenda as indicated for Board consideration.



*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



**Office of Community Standards**  
**Ordinance Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-4393**  
ytown.org

---

October 27, 2011

To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, Director  
Office of Community Standards  
Subject: **Request to Authorize Nuisance Abatement Action for 6360 Bunton Rd**

For the past several months, staff from the Office of Community Standards has been attempting to resolve a variety of issues related to private property located at 6360 Bunton Rd. The issues include zoning, building, and property maintenance code violations, as well as a long history of law enforcement problems.

Since the time that staff began working with the owner of the property, the property has been foreclosed and the soon-to-be former owner has walked away. To staff's knowledge, several people continue to reside in unsafe buildings on the site that have been placarded with a warning that the buildings must not be occupied. The police continue to be dispatched to the location for criminal activity, to include suspected prostitution and drug activity and public peace disturbances.

Inasmuch as OCS staff and the police have been unable to resolve any of these issues, the buildings remain unlawfully occupied despite safety warnings, and there is no locally available property owner with whom to communicate, I respectfully request consideration from the Board of Trustees to authorize legal action, if necessary, to permanently abate this serious nuisance.

Please place this item on the agenda at the first available meeting of the Board of Trustees for its review and consideration. Thank you for your consideration.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



Office of Community Standards

Building Department  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
(734) 485-3943  
ytown.org

---

August 12, 2011

Federal Home Loan Mortgage Corp.  
c/o Orleans Associates PC  
1650 West Big Beaver Road  
Troy, MI 48084

To Whom It May Concern,

Please be advised that the property located at 6360 Burton Road in Ypsilanti Township currently has an approved use as a single family residential dwelling. This home has been improperly subdivided into 3 individual dwelling units in contravention to zoning ordinances and the State Construction Code. This work was completed without benefit of prior approvals from the Ypsilanti Township Zoning Department or permits and inspections from the Ypsilanti Township Building Department. Additionally, a portion of an accessory pole building has been converted into a dwelling unit, also without prior approvals and permits. It needs to be noted that approvals would not have been granted for this work at this address.

Please also be advised that the certificate of occupancy has been revoked from this property and will not be re-issued until such time as the home has reverted back to a single family dwelling under permits and inspections from the Township. This property has been placarded as unsafe, a fire hazard, not completed and condemned. It is further placarded as "Do Not Occupy."

If you have any questions concerning this property don't hesitate to contact me.

Ron Fulton

Building Director









# 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)

October 27, 2011

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

**Re: Location: 6360 Bunton Rd., Ypsilanti Twp.**  
**Parcel No.: K-11-26-100-009**

**REQUEST FOR AUTHORIZATION TO INITIATE LEGAL ACTION  
(IF NECESSARY) TO ABATE PUBLIC NUISANCE AT THE  
TOWNSHIP BOARD MEETING SCHEDULED FOR TUESDAY,  
NOVEMBER 1, 2011, AT 7:00 P.M.**

Dear Board Members:

As I am sure your respective files reflect, I previously advised in correspondence dated **October 11, 2011** issues regarding the property located at 6360 Bunton Rd., and specifically the illegal conversion of the residential structure and garage into apartment units, as well as other ongoing illicit activities that were occurring at this location, i.e. drugs, prostitution, etc. Attorney Kristina Janssens (who has worked with Township Attorney Dennis O. McLain in previous cases), advised that while this property has been foreclosed upon and currently **“... is in the redemption period, which expires on March 21, 2012”** that in the event the Township plans to file litigation to abate this public nuisance to so advise and she would **“... communicate with my client in order to work with you [Ypsilanti Township] to resolve the issues at the property.”**

On September 1, 2011 I received a detailed chronology from Planning Director Joe Lawson regarding the zoning change, code inspections, etc. On **October 12, 2011** our office received from Ordinance Officer Bill Elling a detailed summary of the illicit activities and zoning violations, many of which were documented in photographs, copies of which are attached.

Township Board  
Re: 6360 Bunton Rd.  
October 27, 2011  
Page 2

On **October 16** I requested of Cislo Title Co. that they perform a title search of this property which should be completed any day. Since there still remains approximately six (6) months before this property will officially be under the control of Freddie Mac, in light of the public nuisance events that have transpired at this property (coupled with the willingness of Attorney Janssens to work with us concerning these issues), it would seemingly make sense for us to proceed to cleanup this property which undoubtedly will reduce the number of future police calls/responses to this location. In that regard, please note earlier today I received from OCS Director Mike Radzik a summary of the "**Calls for Service**" which total 29 during the last 20 months. He also provided copies of police reports which confirm the ongoing problems as reported by Ordinance Officer Elling.

In light of the foregoing it is the consensus of OCS Director Mike Radzik, Building Director Ron Fulton, Planning Director Joe Lawson and our office that the Township authorize legal action (if necessary) in the Washtenaw County Circuit Court to abate this public nuisance and insure compliance with the Township's current zoning ordinance and other applicable state statutes and township ordinances. If after review of this correspondence and attachment you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

rsk

enclosure

cc: Trustees  
Mike Radzik  
Ron Fulton  
Bill Elling  
Mark Giffin  
Eric Copeland, Fire Chief  
Larry James, Acting Fire Marshal  
Dennis O. McLain

# ATTORNEY REPORT

---

GENERAL LEGAL UPDATE

# RESOLUTION NO. 2011-30

## AUTHORIZING STREET LIGHTING FOR S. MANSFIELD STREET, LOCATED IN STEVENS RECREATION PARK SUBDIVISION, CONSISTING OF 40 PARCELS AND FOR CREATION OF A SPECIAL ASSESSMENT DISTRICT

**WHEREAS**, on or about May 23, 2011, the Township Clerk received one petition from the record owners of persons having a vendee's interest as shown by the records in the Washtenaw County Register of Deeds Office or as shown on the tax rolls of the Township, petitioning the Township Board for street lighting for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, in Ypsilanti Township and for the creation and establishment of a special assessment district for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

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

**WHEREAS**, on August 31, 2011, Tim Miller of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for S. Mansfield, located in Stevens Recreation Park Subdivision, Ypsilanti Township, consisting of 38 parcels, which said plans included, *inter alia*, the installation of "**Acorn Streetlights**," with the cost of said improvements being approximately:

<b>Total Estimate Construction Cost:</b> .....	<b>\$54,193.38</b>
<b>Total Lamp Charge For Three (3) Years:</b> .....	<b>\$8,830.03</b>
<b>Contribution (Cost minus 3 years revenue):</b> .....	<b>\$45,363.35</b>
<b>Total Annual Lamp Charges:</b> .....	<b>\$2,943.34</b>

**WHEREAS**, on September 9, 2011, the Township Clerk received notification from the Township Assessor that the cost of providing street lights for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, which said plans included, *inter alia*, the installation of "**Acorn Streetlights**," will be **\$186.99** per parcel for a 10-year period; thereafter, said costs shall be **\$73.58** per parcel for street lighting, based on general benefit; and

**WHEREAS**, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the October 18, 2011 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

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

**WHEREAS**, on October 18, 2011, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

**NOW THEREFORE, BE IT RESOLVED**, that the Charter Township of Ypsilanti determines that the petition filed by the record owners of S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, on May 23, 2011, is sufficient for all purposed set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

**BE IT FURTHER RESOLVED**, that a special assessment district be created for the purpose of providing street lights for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels.

**BE IT FURTHER RESOLVED**, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for S. Mansfield, located in Stevens Recreation Park Subdivision, consisting of 40 parcels, which said plans included, *inter alia*, the installation of “**Acorn Streetlights**,” will be **\$186.99** per parcel for a 10-year period; thereafter, said costs shall be **\$73.58** per parcel for street lighting, based on general benefit.

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

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

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

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

## STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 32887092

This Standard Agreement For Municipal Street Lighting ("Agreement") is between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer"). Customer requests the Company to furnish, install, operate and maintain street lighting equipment in the municipality set forth on Exhibit A attached hereto at the specific location set forth on Exhibit A (the "Location") and the Company agrees to do so in accordance with the terms set forth in this Agreement.

Therefore, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer each hereby agree as follows:

1. Description of Equipment

Subject to and in accordance with the terms of this Agreement, the Company will undertake activities to install the street lighting equipment set forth on Exhibit A attached hereto (the "Equipment").

2. Rules Governing Installation of Equipment and Electric Service

Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of The Michigan Public Service Commission (MPSC) Rules Governing Services Supplied by Electric Utilities, Rule B-3.3, Extension of Service.

3. Contribution in Aid of Construction

In accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the installation of the Equipment and the recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount is as set forth on Exhibit A attached hereto. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects not identified by Miss Dig, or unusual conditions encountered in the construction and installation of the Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of the Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount

Customer shall pay to Company the CIAC Amount set forth on Exhibit A promptly upon execution of this Agreement. Failure to pay such amount at such time shall relieve Company of its obligations to perform the construction work required herein until such amount is paid.

5. Modifications

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

6. Maintenance and Replacement Equipment

In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary.

7. Street Lighting Service Rate

Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate, as approved by the MPSC.

This street lighting service is also governed by Rules for Electrical Service established by the MPSC (MPSC Case Number U-6400). The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC. The Municipal Street Lighting Rate as of the date of this Agreement is hereby incorporated by reference into this Agreement.

8. Contract Term

The initial term of this Agreement shall begin on the date that billing for the street light service begins, and shall continue for five years thereafter. Upon the expiration of the initial term of this Agreement, the term of this Agreement shall continue on a month-to-month basis thereafter until terminated by mutual written consent or twelve months written notice by either party, which written notice may be given at any time.

9. Design Responsibility for Street Light Installation

The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation (as shown on Exhibit A), or if the street lighting installation requested by Customer on Exhibit A does not meet the IESNA recommended practices (as shown on Exhibit A), Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions

Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure

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

12. Subcontractors

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

13. Waiver; Limitation of Liability

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

14. Notices

All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 2000 Second Ave., Room 440 SB, Detroit, MI 48226 and to Customer at the address set forth on Exhibit A attached hereto. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.



15. Representations and Warranties

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

16. Miscellaneous

(a) This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

(b) No party other than Company and Customer, and their respective successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Company and Customer, and their respective successors, and assigns, and not for the benefit of any other party.

(c) Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

(d) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) This Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan, without regard to its conflict of law principles. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

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

(g) If any term or provision of this Agreement is held to be invalid or unenforceable in any situation in any jurisdiction, it shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

THE DETROIT EDISON COMPANY

CHARTER TOWNSHIP OF YPSILANTI

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**

Note: The usage of the notation "N/A" in any of the boxes below means that such matter is not applicable to the transactions contemplated by this Agreement and all sections of this Agreement relating to such matter shall be deemed to have no force and effect (but all other sections of this Agreement, shall otherwise remain in full force and effect).

Municipality where Equipment will be installed		Charter Township of Ypsilanti
Specific Location where Equipment will be installed	Mansfield Street between Michigan Avenue and Warner Street– as per Exhibit B attached WO # 32971194 dated 12-18-2011 which is made part of this agreement.	
Description of Equipment to be installed	Eight 100 watt Acorn Post Top high pressure sodium luminaries mounted on 11'6" Mainstreet Windsor posts with a concrete foundation as per street lighting facilities in accordance with Exhibit B WO # 32971194 dated 12-18-2011 which is made part of this agreement..	
Computation of Street Lighting Contribution In Aid of Construction CIAC Amount	Total Estimated Construction Cost, including labor, materials, and overhead \$ 54,193.38	
	Lamp Charges for 3 yrs \$ 8,830.03	
	Contribution ( Cost minus 3 yrs revenue) \$ 45,363.35	
	Total Annual Lamp Charges \$ 2,943.34	
Box 1 Is this a Company designed installation? (check "Yes" or "No")	YES <input type="checkbox"/> (if checked please complete Box: 2 3 4) NO <input type="checkbox"/> (if checked please complete Box: 5 6)	
Box 2 If Box 1 is checked please select the appropriate Roadway Classification	<input type="checkbox"/> Expressway <input type="checkbox"/> Major <input type="checkbox"/> Collector <input type="checkbox"/> Local	
Box 3 If Box 1 is checked please select the appropriate Pedestrian Conflict Classification	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	
Box 4 If Box 1 is checked please select the appropriate Pavement Classification	<input type="checkbox"/> R1 <input type="checkbox"/> R2 & R3 <input type="checkbox"/> R4	
Box 5 Does the Customer lighting design requested meet IESNA recommended practices? (check "Yes" or "No")	YES <input type="checkbox"/> NO <input type="checkbox"/> (if checked please complete Box: 6)	
Box 6 If the Customer lighting design does not meet IESNA recommended practices, the Customer must sign the block to the right.	_____ (Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)	
Box 7 New Residential Subdivision?	YES <input type="checkbox"/> (if checked please complete Box: 8)      NO <input type="checkbox"/>	
Box 8 If Box 7 is checked Yes, and customer authorizes installation prior to 80% occupancy, Customer signature required	_____ (Customer acknowledgement that lighting is being installed prior to 80% occupancy)	
Customer Address for Notices		

**CHARTER TOWNSHIP OF YPSILANTI**  
**2011 BUDGET AMENDMENT #13**  
**November 1, 2011**

**101 - GENERAL OPERATIONS FUND**

**Total Increase** \$15,747.63

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	101.000.000.699.000	<u>\$15,747.63</u>	
	Net Revenues	<u>\$15,747.63</u>	
Expenditures: Tax Refund Expenditures	101.956.000.956.006	<u>\$15,747.63</u>	
	Net Expenditures	<u>\$15,747.63</u>	

**206 - FIRE FUND**

**Total Increase** \$48,589.63

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	206.000.000.699.000	<u>\$48,589.63</u>	
	Net Revenues	<u>\$48,589.63</u>	
Expenditures: Tax Refund Expenditures	206.206.000.956.010	\$42,697.40	
Tax Refund Expenditures-Fire Pension	206.852.000.956.014	<u>\$5,892.23</u>	
	Net Expenditures	<u>\$48,589.63</u>	

**CHARTER TOWNSHIP OF YPSILANTI**  
**2011 BUDGET AMENDMENT #13**  
**November 1, 2011**

<b>212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)</b>	<b>Total Increase</b>	<b><u><u>\$28,885.79</u></u></b>
--	-----------------------	----------------------------------

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	212.000.000.699.000	<u>\$15,338.79</u>		
	Net Revenues	<u>\$15,338.79</u>		
Expenditures: Tax Refund Expenditures	212.212.000.956.010	<u>\$15,338.79</u>		
	Net Expenditures	<u>\$15,338.79</u>		

Increase Capital Outlay for the Lakeside Park Boat House Grant Project by \$13,547 for site survey and geotechnical services. Expenditure to be reimbursed through matching donations and State DNR grant.

Revenues: State Grant - DNR	212.000.000.569.023	<u>\$13,547.00</u>		
	Net Revenues	<u>\$13,547.00</u>		
Expenditures: Lakeside Park Grant	212.970.000.974.036	<u>\$13,547.00</u>		
	Net Expenditures	<u>\$13,547.00</u>		

<b>226 - ENVIRONMENTAL SERVICES FUND</b>	<b>Total Increase</b>	<b><u><u>\$25,618.44</u></u></b>
--	-----------------------	----------------------------------

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	226.000.000.699.000	<u>\$25,618.44</u>		
	Net Revenues	<u>\$25,618.44</u>		
Expenditures: Tax Refund Expenditures	226.226.000.956.010	<u>\$25,618.44</u>		
	Net Expenditures	<u>\$25,618.44</u>		

**CHARTER TOWNSHIP OF YPSILANTI**  
**2011 BUDGET AMENDMENT #13**  
**November 1, 2011**

**266 - LAW ENFORCEMENT FUND**

**Total Increase**      \$64,560.08

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	266.000.000.699.000	<u>\$64,560.08</u>	
	Net Revenues	<u>\$64,560.08</u>	
Expenditures: Tax Refund Expenditure	266.301.000.956.010	<u>\$64,560.08</u>	
	Net Expenditures	<u>\$64,560.08</u>	

**595 - MOTORPOOL FUND**

**Total Increase**      \$24,795.00

Increase Capital outlay - Vehicle budget line item for the purchase of a 2011 Ford Explorer to replace old Ordinance Department vehicle. Original authorization at 10/18/11 Board meeting was for the purchase not to exceed \$24,000.

Revenues: Prior Year Fund Balance	595-000-000-699.000	<u>\$24,795.00</u>	
	Net Revenues	<u>\$24,795.00</u>	
Expenditures: Capital Outlay - Vehicle	595-595-000-985.000	<u>\$24,795.00</u>	
	Net Expenditures	<u>\$24,795.00</u>	

Motion to Amend the 2011 Budget (#13):

Move to increase the General Fund budget by \$15,747.63 to \$8,705,192 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$48,589.63 to \$5,767,893.47 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road, & General Operations Fund (BSRII) by \$15,338.79 to \$1,282,446.15 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$25,618.44 to \$2,667,429.44 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$64,560.08 to \$6,016,246.94 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$24,795.00 to \$161,104 and approve the department line item changes as outlined.

# 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)

October 24, 2011

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

Re: ***Proposed Transportation and Access Agreement Between Wayne Disposal Inc. (WDI) and Ypsilanti Township***

Dear Board Members:

As a follow up to my brief update during the **October 18, 2011** Board meeting, please find attached for your consideration a copy of the proposed "**Transportation and Access Agreement**" along with exhibits which is scheduled to be considered at the Board's next regular meeting, to wit: **November 1, 2011**. Attached as Exhibit B to this Agreement is a "**Zoning Verification Letter**" dated **October 24, 2011** from Planning Director Joe Lawson confirming that the "**...proposed rail-to-truck transload facility is a legally conforming use.**"

As a side note WDI has been conducting this very operation for a number of years. However, the "**transfer**" of waste from railroad cars to trucks (which is then transported to the TSCA Landfill located in Van Buren Township) has been taking place in Plymouth and Romulus.

In reviewing the proposed Access Agreement, please note that paragraph 3 of the Agreement entitled **Impact Fee** requires WDI to pay the Township the sum of fifty cents (\$.50) per ton of materials "**...transloaded at the Facility during such calendar quarter . . .**" During our initial meeting WDI was only proposing to pay the Township twenty-five cents (\$.25) per ton of materials. In addition to doubling the amount of money being proffered to the Township based on a per ton basis, WDI also agreed with my request that they pay the Township a "**Pre Payment Amount**" of **One Hundred Thousand and No/100 (\$100,000.00) Dollars** once a Certificate of Occupancy has been issued for the Facility.



Township Board  
Re: EQ Transfer Station  
October 24, 2011  
Page 2

In addition to the Zoning Verification Letter you will also find attached an aerial photograph depicting the location of the proposed Facility (Exhibit A) along with a written description and aerial for the proposed **Haul Route** (Exhibit C) for your consideration. David Lusk who is the President/CEO of WDI will be at the **November 1, 2011** Board meeting to answer any questions regarding the proposed Access Agreement, the transfer station, haul route, etc.

Please review this correspondence and attachments at your convenience. In the meantime, if you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

rsk/enclosures

cc: Mike Radzik  
Ron Fulton  
Joe Lawson  
Jeff Allen  
Dennis O. McLain

## TRANSPORTATION AND ACCESS AGREEMENT

This Transportation and Access Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011 by and between Wayne Disposal, Inc., a Michigan corporation (“WDI”) and Ypsilanti Township (“Township”).

### **RECITALS**

WHEREAS, WDI seeks to establish, lease and/or own, and operate a rail-to-truck transload facility on existing rail spurs located within the Township (the “Facility”), depicted on Exhibit A hereto.

WHEREAS, WDI seeks to modify the Facility by upgrading rail lines, constructing buildings and roads, and other improvements in order to allow WDI to operate the Facility to the maximum extent practicable in a manner consistent with applicable laws.

WHEREAS, the Township has determined that WDI’s proposed use is permitted by right under the Township’s zoning ordinance, as documented in the Zoning Verification attached as Exhibit B hereto.

NOW THEREFORE, the parties agree as follows:

1. Effective Date.

This Agreement shall become effective upon the execution of this Agreement by both parties.

2. Township’s Obligations.

The Township shall promptly review and act on all of WDI’s applications for site plan approval, certificate of occupancy and other approvals regarding the proposed project. In the event the Township denies an application, the Township shall state with specificity each reason for the denial and the underlying basis supporting each reason.

3. Impact Fee.

Within 30 days after the Township’s issuance to WDI of a certificate of occupancy for the Facility, WDI shall pay to the Township Treasurer one hundred thousand dollars (\$100,000.00) (the “Prepayment”). Thereafter, WDI shall pay to the Township Treasurer, within thirty (30) days after the end of each calendar quarter, a Transportation Impact Fee consisting of fifty cents (\$0.50) per ton of materials transloaded at the Facility during such calendar quarter; provided, however, that the Prepayment shall be used offset the first one hundred thousand dollars (\$100,000.00) in Transportation Impact Fees payable to the Township under this Paragraph 3.

4. Audit Rights.

- (a) The Township may retain, at its sole expense, an independent certified auditor, who is acceptable to WDI, to verify the amount of materials transloaded at the Facility in any calendar year.
- (b) After any calendar year, the auditor shall be granted access to WDI records

pertaining to the matters to be verified, provided that the Township submits a written request for access to the WDI records within ninety (90) days after the end of that calendar year. The Township shall furnish a copy of any final audit report to WDI. The finding or conclusions of the auditor shall not be binding on the Township or WDI.

5. Township Access to the Facility.

WDI agrees to allow Township officials access to the Facility during regular business hours, upon reasonable request.

6. Additional WDI Obligations.

In addition to the duties, responsibilities and obligations of WDI set forth herein, WDI shall also:

- a) Direct all transport vehicles traveling to and from the Facility to follow the Haul Route depicted on Exhibit C hereto unless an event beyond WDI's control makes the Haul Route unavailable, in which case WDI may direct transport vehicles to follow an alternate route based on the circumstances causing the Haul Route's unavailability.
- b) Take full responsibility for any spill that occurs during transportation from the Facility, promptly provide a response and cleanup team to address such spill, and reimburse the Township for any related direct costs.

7. Termination of WDI's Duties and Obligations.

WDI shall not be bound by any provision of this Agreement, shall have no duties or obligations hereunder or be subject to any term or condition hereunder, and shall not be liable for the breach of any provision of this Agreement, upon occurrence of any of the following:

- (a) WDI's cessation of operations at the Facility; or
- (b) The Township fails to promptly review or act on all of WDI's applications for site plan approval, certificate of occupancy or any other approval regarding the proposed project or, in the event the Township denies an application, fails to state with specificity each reason for the denial and the underlying basis supporting each reason.

8. Continued Cooperation Between the Parties.

The parties shall meet at least annually, or upon 30-day's written notice from either party, to discuss the status of WDI's current and planned activities at the Facility.

9. Notices.

All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, by courier, or sent by certified registered mail (signature requested) to WDI or the Township at the addresses listed below:

- (a) If to WDI:

Wayne Disposal, Inc.  
36255 Michigan Avenue  
Wayne, MI 48184  
Attention: President

With a copy to:  
Honigman Miller Schwartz and Cohn, LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226  
Attn: Jeffrey L. Woolstrum

(b) If to Township:

Charter Township of Ypsilanti  
Township Clerk or Successor  
Karen Lovejoy Roe  
7200 S. Huron River Drive  
Ypsilanti Township, MI 48198

With a copy to:  
Ypsilanti Township Attorney  
Wm. Douglas Winters  
61 N. Huron  
Ypsilanti, MI 48191

10. Waiver.

Waiver by either party of any term or provision of this Agreement shall not constitute a continuing waiver nor a waiver of any further or additional rights such party may hold under this Agreement.

11. Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to such states choice of law rules.

13. Entire Agreement.

This Agreement is the complete and exclusive statement between the parties relating to the subject matter of this Agreement, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This Agreement may not be modified or altered except by a written instrument duly executed by WDI and the Township.

14. Section Headings.

Section headings have been inserted in this Agreement for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Agreement.

15. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

**[End of Text / Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**WAYNE DISPOSAL, INC.**

---

David Lusk  
President

**CHARTER TOWNSHIP OF YPSILANTI:**

---

Brenda Stumbo  
Township Supervisor

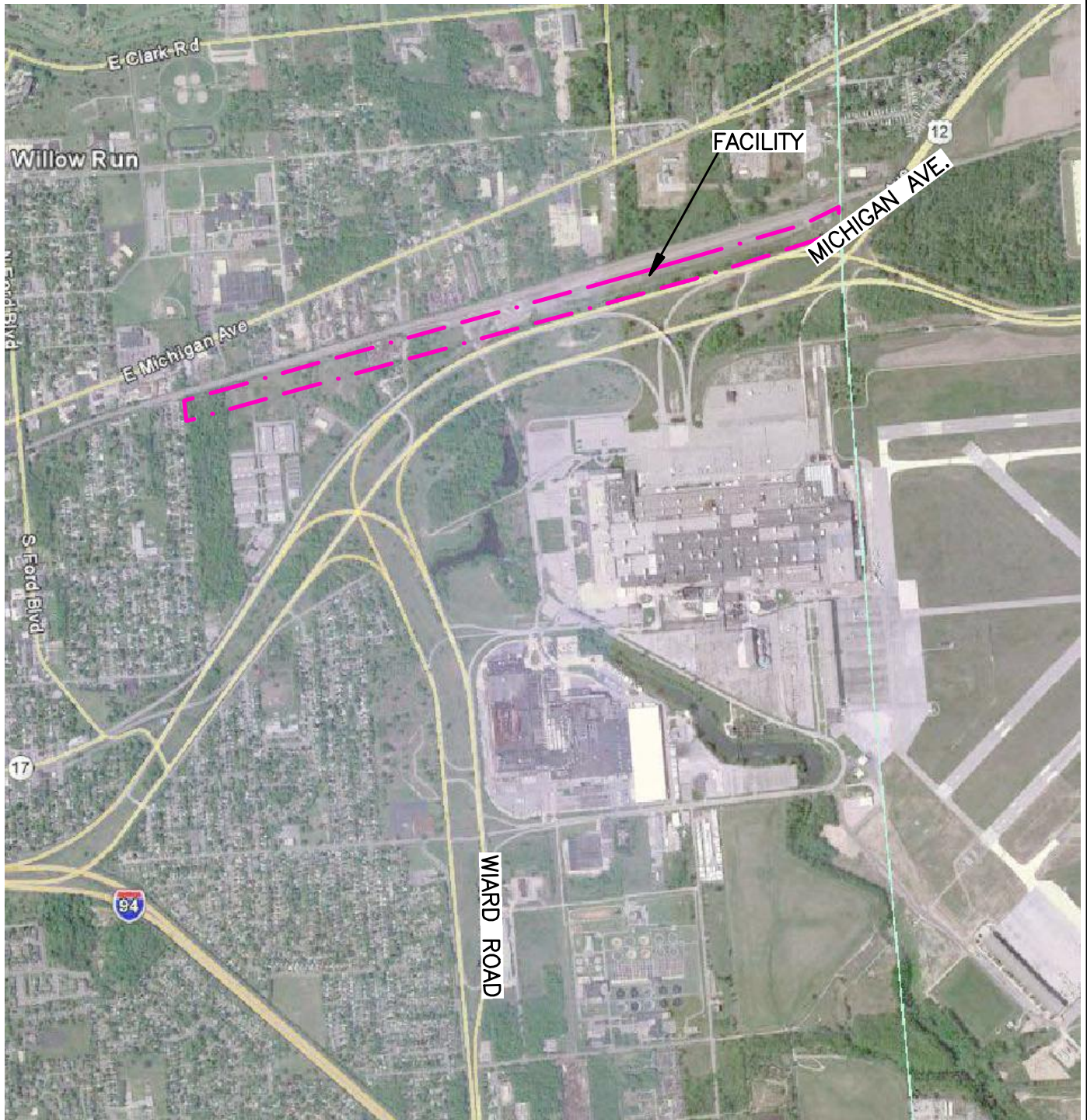
---

Karen Lovejoy Roe  
Township Clerk

**EXHIBIT A**

**Facility Description**

**See Attached**



THE FACILITY SHOWN IS GENERALLY DEPICTED AND IS NOT A LEGAL DESCRIPTION.



# MIDWESTERN CONSULTING



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.995.0200  
Fax 734.995.0599

Wayne Disposal, Inc.  
Rail to Truck Transload Facility

DATE: 10/03/2011 JOB NO.: **07174.A**

SCALE: 1" = NA



EXHIBIT A - FACILITY



**EXHIBIT B**

**Zoning Verification**

**See Attached**

Supervisor  
BRENDA L. STUMBO  
Clerk  
KAREN LOVEJOY ROE  
Treasurer  
LARRY J. DOE  
Trustees  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



Office of Community  
Standards

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 485-3943  
Fax: (734) 484-5151  
www.ytown.org

---

---

## ZONING VERIFICATION

October 24, 2011

To: Wayne Disposal, Inc.  
49350 North I-94 Service Drive  
Belleville, MI 48111  
Mr. Kerry Durnen

Re: Proposed Rail-To-Truck Transload Facility (2575 Ecorse Road)  
Parcel K-11-01-300-015

- 1) Current Zoning: The parcel is currently covered under the I-C zoning district. I-C allows for a rail-to-truck transload facility where waste materials regulated under the Michigan Natural Resources and Environmental Protection Act, M.C.L. § 324.101 *et seq.*, the federal Resource Conservation and Recover Act, 42 U.S.C. § 6901 *et seq.*, and/or the federal Toxic Substances Control Act, 15 U.S.C. § 2601, will be transloaded from railcars into transport vehicles.
- 2) Conformance with Current Zoning Requirements: Based on the materials available from our records, the proposed rail-to-truck transload facility is:
  - A legally conforming use
  - A legally non-conforming use
  - A legally conforming structure
  - A legally non-conforming structure
  - Non-conforming

If non-conforming or legally non-conforming, to the best of your knowledge, the project is non-conforming [or legally non-conforming] in the following respects: **N/A**

- 3) Right to Rebuild Following Casualty: In the event of casualty to the project, in whole or in part, the project:
  - May be rebuilt in its proposed form (i.e., no loss of square footage, same footprint, same number of units, if applicable).
  - May not be rebuilt substantially in its current form except upon satisfaction of the following conditions and/or limitations: **N/A**

- 4) According to Township records, there are no currently outstanding building or zoning code violations. You may also view our current ordinances online at [www.municode.com](http://www.municode.com).
- 5) There is no existing certificate of occupancy for the property. It will be necessary for a new occupant to obtain a certificate of occupancy in order to use and occupy the property in a manner in which it is presently being proposed, i.e., a rail-to-truck transload facility. Township Engineering design standards, all State or Federal building design standards and all other controlling standards pertaining to a rail-to-truck transload facility must be adhered to. Landscaping and similar design standards do not apply. The Township will promptly review and act on all applications for site plan approval, certificate of occupancy and other approvals regarding the proposed project. In the event the Township denies an application, the Township shall state with specificity each reason for the denial and the underlying basis supporting each reason.
- 6) At this time, no additional permits or licenses are required in order to operate the property as a rail-to-truck transload facility.

If you should have any questions concerning this matter, please contact me at the above number

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Lawson", written in a cursive style.

Joseph Lawson  
Planning Director

## **EXHIBIT C**

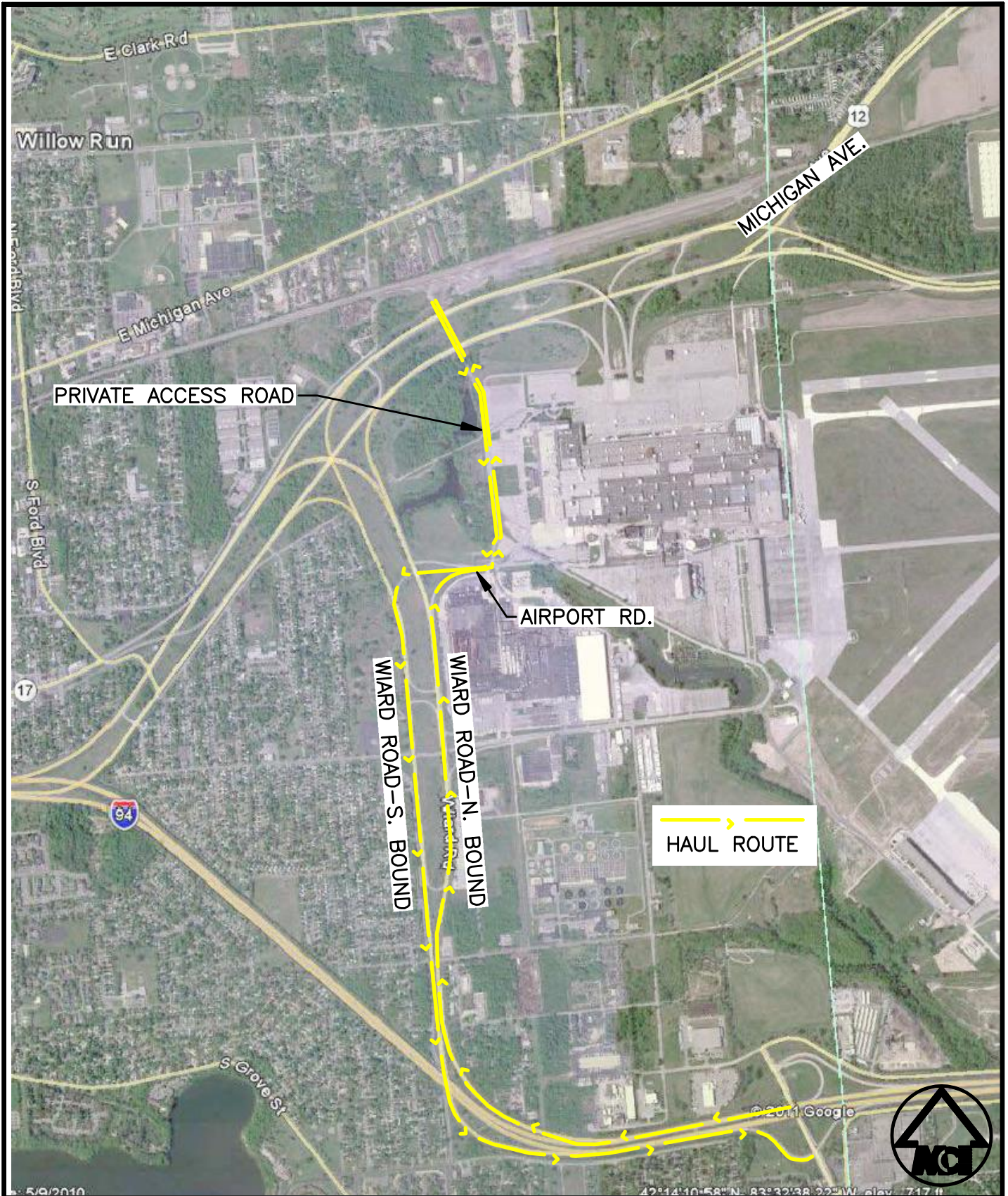
### **Haul Route**

### **See Attached**

Access to/from the Facility will be at the existing curb cut located on the north side of Airport Drive, approximately 1000 feet east of northbound Wiard Road. This curb cut is the location of an existing paved private drive maintained by Norfolk Southern Railroad for purposes of ingress and egress for its rail spur.

Transport vehicles traveling to the Facility will exit westbound I-94 at exit 186 Willow Run Airport, then travel northbound on Wiard Road approximately 1.2 miles to the dedicated right turn lane to Airport Road, travel east on Airport Road approximately 0.2 miles, and finally turn left into Norfolk Southern's private drive.

Transport vehicles leaving the Facility will turn right from Norfolk Southern's drive onto Airport Road, travel west along Airport Road approximately 0.25 miles crossing under the northbound Wiard Road overpass, merge onto southbound Wiard Road, and then travel south along Wiard Road approximately 1.5 miles to the entrance ramp to eastbound I-94.



# MIDWESTERN CONSULTING



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.995.0200  
Fax 734.995.0599

Wayne Disposal, Inc.  
Rail to Truck Transload Facility

DATE: 10/03/2011 JOB NO.: **07174.A**

SCALE: 1" = NA



EXHIBIT C - HAUL ROUTE



**COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)  
Ypsilanti Township Firwood Hills Road Improvements**

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the **CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, ("TOWNSHIP")**.

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the **FY 2011-12 YPSILANTI TOWNSHIP FIRWOOD HILLS ROAD IMPROVEMENT PROJECT** has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community and Economic Development to manage this public facility improvement project; and

WHEREAS, on May 24,, 2011 the Urban County Executive Committee approved **\$168,179.00** in **FY 2011/12 COUNTY CDBG** funding as a grant to the TOWNSHIP to support the eligible public facility improvement activities within the Urban County boundaries, as specified in this Agreement. This funding is contingent upon the release of County HOME funding from the Department of Housing and Urban Development (HUD) for FY 11/12.

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. **USE OF FUNDS:** [24 CFR 570.503(b)(1)]
  - A. **SCOPE OF SERVICES:** **TOWNSHIP** agrees to use COUNTY CDBG funds for the eligible costs of contracting with the Washtenaw County Road Commission to complete the Firwood Hills Road mill and overlay project. This project will include milling the existing surfaces of 1) Bagley Road between Forest and Holmes and 2) The entire lengths of the following roadways: Elder Street, Highland Court, Firwood Street, and Hazel Court, structure adjustments, placement of 3' bituminous overlay, and associated engineering/project management costs. **TOWNSHIP** will work with the Office of Community Development and the Road Commission to coordinate the bidding and procurement of all services necessary to complete the project and shall perform all services necessary to complete the project as set forth in Attachment A.
  - B. **SCHEDULE:** Timely completion of the work specified in this Agreement is essential. By signing this Agreement, **TOWNSHIP** agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
  - C. **BUDGET:** **TOWNSHIP** expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.
  - D. **INELIGIBLE ACTIVITIES:** **TOWNSHIP** expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community and Economic Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.
  - E. **TOWNSHIP** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- F. The **TOWNSHIP** will use local funds to pay for any cost overruns that are related to this project. For record keeping purposes, the **TOWNSHIP** will submit a summary of all of the project costs to the Office of Community and Economic Development.
- G. **TOWNSHIP** designee will meet with Community and Economic Development staff after bids are received to review the project costs and time schedule.

**2. RECORDS AND REPORTS:** [24 CFR 570.503(b)(2)]

- A. **TOWNSHIP** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
- B. **TOWNSHIP** agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community and Economic Development; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
- C. **TOWNSHIP** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
- D. All reports, estimates, memoranda and documents submitted by **TOWNSHIP** must be dated and bear designee's name.
- E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
- F. **TOWNSHIP** shall provide an annual project audit of revenues and expenses based upon **TOWNSHIP's** budget calendar.
- G. **TOWNSHIP** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.
- H. **TOWNSHIP** shall forward copies of all executed subcontracts to the Office of Community and Economic Development along with documentation of the selection process.

**3. PROGRAM INCOME:** [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), **TOWNSHIP** agrees that program income, unexpected funds or other assets will not be retained by **TOWNSHIP** for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **TOWNSHIP** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

**4. UNIFORM ADMINISTRATIVE REQUIREMENTS:** [24 CFR 570.503(b)(4)]

- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.

C. Audits: Audits shall be conducted annually. **TOWNSHIP** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.

D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. **OTHER PROGRAM REQUIREMENTS:** [24 CFR 570.503(b)(5)]

**TOWNSHIP** agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601

B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).

C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)

D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).

E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

F. Labor standards.

(i) In all construction projects, **TOWNSHIP** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5) and Ypsilanti Township Ordinance #69. In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.

(ii) **TOWNSHIP** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).

(iii) **TOWNSHIP** agrees to comply with the regulations in 24 CFR 570.603(b) that apply to the use of volunteers.

(iv) **TOWNSHIP** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.

(v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **TOWNSHIP** agrees to provide a drug-free workplace.

(vi) **TOWNSHIP** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy.

(vii) **TOWNSHIP** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$11.05 per hour with benefits or \$12.96 per hour without benefits. **TOWNSHIP** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2012 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **TOWNSHIP** thirty (30) days written notice of such change. **TOWNSHIP** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

(viii) **TOWNSHIP** agrees to Equal Opportunity Employment.



**CR 4284642852**

- (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **TOWNSHIP** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.
- (2) **TOWNSHIP** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- (3) **TOWNSHIP** agrees to post notices containing the policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of **TOWNSHIP**, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **TOWNSHIP** will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **TOWNSHIP** shall comply with:
- (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
  - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, **TOWNSHIP** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Debarred Contractors. By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
  2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;

Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

- L. Conflict of interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
  - (ii) In all other cases, the following provisions apply:

- (a) **TOWNSHIP** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **TOWNSHIP** further warrants that it will not employ persons having such an interest.
  - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **TOWNSHIP**.
  - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
- (iii) **TOWNSHIP** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.
- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
  - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
    - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
    - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
  - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
  - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **TOWNSHIP** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, **TOWNSHIP** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

**6. SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **TOWNSHIP** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

**7. REVERSION OF ASSETS.** [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **TOWNSHIP** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **TOWNSHIP**'s control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

**8. REQUESTS FOR DISBURSEMENT OF FUNDS:**

- A. The County shall pay **TOWNSHIP** an amount not to exceed **One Hundred Sixty Eight Thousand, One Hundred Seventy Nine dollars (\$168,179.00), in FY 2011/12 CDBG FUNDING** to accomplish the work detailed in this Agreement. **TOWNSHIP** will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the **TOWNSHIP** upon submission of invoices for work completed and inspected. **TOWNSHIP** will provide the Office of Community and Economic Development with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors (CDBG work separated out from other Road Commission work), and waivers of lien w/ final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. **TOWNSHIP** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.
- C. **TOWNSHIP** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **TOWNSHIP**.

**10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]**

In the event **TOWNSHIP** breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to **TOWNSHIP** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that **TOWNSHIP** has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify **TOWNSHIP** in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor **TOWNSHIP** will assign or transfer interest without the written consent of the other.

**11. DURATION OF AGREEMENT:**

This project starts on October 3, 2011 and ends on September 30th, 2013.

**12. PRACTICE AND ETHICS:**

Each parties shall conform to the code of ethics of its respective national professional associations.

**13. EQUAL ACCESS:**

**TOWNSHIP** agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

**14. CONTINGENT FEES:**

**TOWNSHIP** promises that it has not employed or retained any company or person, other than bona fide employees working solely for **TOWNSHIP**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for **TOWNSHIP**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to **TOWNSHIP**.

**15. PAYROLL TAXES:**

**TOWNSHIP** is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.

**16 SECURITY:**

**TOWNSHIP** agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. **TOWNSHIP** shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. **TOWNSHIP** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **TOWNSHIP** is in compliance with the terms of this Agreement.

**17. INSURANCE REQUIREMENTS:**

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR#\_\_\_\_\_, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

**18. INDEMNIFICATION:**

**TOWNSHIP** will protect, defend and indemnify the COUNTY, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including **TOWNSHIP**'s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of **TOWNSHIP**.

**19. CONTRACT AMENDMENT:**

Changes mutually agreed upon by the COUNTY and **TOWNSHIP** will be incorporated into this Agreement by written amendments signed by both parties.

**20. LOBBYING:**

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**21. CHOICE OF LAW AND SEVERABILITY:**

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

**22. HEADINGS:**

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

**23. SIGNATURE AUTHORITY:**

The individuals signing this Agreement have the requisite authority to do so and bind **TOWNSHIP** to the terms and conditions herein.

**24. ENTIRE CONTRACT:**

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

WASHTENAW URBAN COUNTY:

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

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

ATTESTED TO:

YPSILANTI CHARTER TOWNSHIP:

By: \_\_\_\_\_  
Karen Lovejoy-Roe (DATE)  
Township Clerk

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

By: \_\_\_\_\_  
Mary Jo Callan, Director (DATE)  
Office of Community and Economic Development



**ATTACHMENT A- SCOPE OF SERVICES & TIMELINE**

**NARRATIVE DESCRIPTION OF SCOPE OF WORK:**

WASHTENAW COUNTY will contract with YPSILANTI TOWNSHIP to complete the Firwood Hills Mill and Overlay project, as described in Article-I Use of Funds. These projects will be paid for with FY 2011/12 CDBG funding in the amount of \$168,179.00, in addition to TOWNSHIP in-kind contributions for coordination with the Road Commission, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community and Economic Development to assure that the requirements for public improvement project are met, according to the following timeline:

<b>PROJECT TIMELINE</b>	<b>Deadline</b>
TOWNSHIP will coordinate with WCRC & OCED to release the project for bid with annual Road Commission work in Township.	October 3, 2011
TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.	October 3, 2011
TOWNSHIP will provide OCED with a copy of insurance certificate, annual audit, and budget summary for TOWNSHIP.	October 3, 2011
TOWNSHIP/WCRC will provide OCED with copy of bid documents, bid tabulation, bonding, contractor information form, contract, and insurance certificate for contractor selected.	October 3, 2011
TOWNSHIP will coordinate with the OCED & WCRC to schedule pre-construction conference for Firwood Hills Overlay project.	October 15, 2011
TOWNSHIP/WCRC contractor begins construction work on Firwood Road Mill/Overlay Project.	October 30, 2011
TOWNSHIP/WCRC contractor achieves substantial completion of construction work on Firwood Road Mill/Overlay Project.	September 1, 2012
TOWNSHIP/WCRC complete final inspection of construction work.	September 15, 2012
TOWNSHIP will provide the OCED with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors, waivers of lien w/ final request for reimbursement of CDBG-eligible costs.	July 31, 2012
TOWNSHIP will coordinate with the OCED to complete an annual CDBG monitoring visit.	May 15, 2012
<b>Project Completion Date: 9/30/13</b>	

**ATTACHMENT B- PROJECT BUDGET**

**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$168,179.00 of COUNTY FY 11/12 CDBG Funds according to the according to the budget below.

**PROJECT BUDGET:**

PROGRAM BUDGET		NAME:	2011/12 YPSILANTI TWP FIRWOOD HILLS PROJECT	
REVENUE SOURCE(S):	THIS REQUEST	WCRC	YPSILANTI TOWNSHIP	TOTAL
Grant Amounts	\$168,179.00		TBD <sup>1</sup>	\$168,179.00
Other Support (In-Kind)				
Status of Funds	Secured		TBD	Secured
<b>Total Revenues</b>	<b>\$168,179.00</b>		<b>TBD</b>	<b>\$168,179.00</b>
PROGRAM EXPENSES	THIS REQUEST	WCRC	YPSILANTI TOWNSHIP	TOTAL
Personnel, Taxes & Fringe Benefits				
Consultant & Contractual Fees	\$168,179.00		TBD	\$168,179.00
Space & Related Costs				
Printing / Supplies				
Specific Assistance - scholarships				
Audit				
Program Evaluation				
Marketing				
Other – postage, communications				
Other – travel, insurance				
Other – staff development				
Other – fundraising expense				
<b>Total Expenditures</b>	<b>\$168,179.00</b>		<b>TBD</b>	<b>\$168,179.00</b>

<sup>1</sup> All cost overruns on the Firwood project are the responsibility of Ypsilanti Charter Township.



*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
*Trustees*  
**JEAN HALL CURRIE**  
**STAN ELDRIDGE**  
**MIKE MARTIN**  
**SCOTT MARTIN**



## Residential Services

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734) 544-3501  
[www.ytown.org](http://www.ytown.org)

---

# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Director of Residential Services

DATE: October 24, 2011

RE: Approval for security cameras in Harris Road Park

Enclosed please find the necessary information to install security cameras in the Harris Road Park as requested during the work session of the October 4, 2011 meeting.

Mark Wellman, owner of Camtronics surveyed the park with Sgt. Geoff Fox of the Washtenaw County Sheriff's Department two weeks ago to help identify issues, so as to help determine a solution as it relates to helping the security of this area.

As you can see from the quote, the plan involves providing and installing 2 Cellular Witness cameras to remote monitor the park entrance and the pavilion area. The key difference in this setup (as opposed to W. Willow) is that these cameras would be programmed to be triggered, during certain times of the night, to send an email to a designated location (county dispatch ) that activity is occurring. As you know, anything occupancy after dark is an ordinance violation.

It should be noted that in addition to the purchase and installation charge of \$11,740.16 for these 2 cameras, there will be additional charges in the amount of \$29/month for the cameras (\$348 annually) and \$86.02 / month for cellular charges (\$1032.24 annually) for the 2 cameras on site.

These would be charged to account #'s 266.301.000.977.000 for the equipment, and account # 266.301.000.857.000 for the monthly cellular service.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



**Office of Community Standards**  
  
**Ordinance Department**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
**(734) 485-4393**  
ytown.org

---

October 24, 2011

To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, Director  
Office of Community Standards  
Subject: **Request to Authorize Funding for Demolition Projects and Asbestos Abatement at Township-Owned Properties at 2485, 2084 & 2094 East Michigan Avenue**

On October 18, 2011, the Board of Trustees awarded a contract to Lyle Trucking & Excavating to perform demolitions at three township-owned properties recently acquired for community stabilization. The total award for the three township-owned structures was \$24,145.

Since awarding the contract, the Building Dept. has received an estimate of \$14,875 for abatement of asbestos identified in two of the township-owned structures; the third township-owned structure contains no asbestos. The identified substances are required to be removed in accordance with state and federal regulations above and beyond the basic demolition costs. There was also a \$1,500 expense for the asbestos surveys, and \$2,160 to have DTE Energy terminate natural gas and electric service.

Funding for these three demolition projects, including mandatory asbestos abatement, has been identified in the Community Stabilization Fund, Land Bank Contribution account #101-950-000-969.011. I am respectfully requesting approval to expend \$42,680 from this account to facilitate the demolition of all three buildings.

A fourth demolition project located at privately-owned property at 1117 Holmes Rd was bundled with this Request for Proposals (RFP) in order to obtain favorable price quotes. This project is facilitated by a court order and will be funded separately by a federal grant administered through the Neighborhood Stabilization Program (NSP). Funding for this project is expected to be available in Fund 283 Neighborhood Stabilization pending final approval from the Washtenaw County Office of Community and Economic Development. The total project cost, including demolition, asbestos survey and abatement, and termination of utility service, will be \$12,420.

Thank you for your consideration. Please address questions or comments to me or Mr. Fulton.

**Nancy Wrybkowski - Fwd: RE: Emerick Paving - Maus to Tyler**

---

**From:** Nancy Wrybkowski  
**To:** Brenda Stumbo  
**Subject:** Fwd: RE: Emerick Paving - Maus to Tyler

---

>>> "Townsend, Roy" [townsendr@wcroads.org](mailto:townsendr@wcroads.org) > 10/27/2011 1:39 PM >>  
Brenda,

As requested here is an estimate to mill and resurface with 2" of HMA on the eastern half of Emerick from Maus to Tyler, and full width in areas the school did not overlay.

Estimated Cost: \$25,000 - \$30,000.

Roy

# OTHER BUSINESS

---

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



**Recreation Department  
Community Center**

2025 E. Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 544-3800  
Fax: (734) 544-3888  
50 & Beyond: (734) 544-3838

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

---

**TO:** Ypsilanti Township Board of Trustees

**CC:** Jeff Allen, Residential Services Director  
Brian Durant, Public Services Superintendent  
Joe Lawson, Planning & Development Director

**FROM:** Art Serafinski, CPRP, Recreation Director

**DATE:** October, 2011

**RE:** **Request to accept the recommendations from Beckett and Raeder, Inc. for the Lakeside Park Topographic Survey Services required to develop the park and to enter into an agreement with both survey companies.**

The Residential Services Department, Recreation Division is requesting that the Township Board accept the recommendations from Beckett & Raeder, Inc. for two (2) topographic surveys to be conducted at Lakeside Park. These surveys are required to move forward with the planning and development of Lakeside Park.

The first survey is for geotechnical services. Several request for proposals were sent out and three were received back. After review by Beckett & Raeder, Inc. the recommendation is to award the project to Testing Engineers & Consultants, Inc. (TEC) in the amount of \$5,697.00. They were the low bidder and met all of the specifications.

The second survey is for a site survey. Several request for proposals were sent out and three were received back. After review by Beckett & Raeder, Inc. the recommendation is to award the project to Midwestern Consulting, Inc. (MCI) in the amount of \$7,850.00. They were the low bidder and met all of the specifications.

Included with this request is the support documentation from Beckett & Raeder, Inc. which includes the RFP's, tabulations, bid sheets and agreements from both of the recommended vendors.

We respectfully ask that this item be placed on the November 1, 2011 Board meeting agenda for consideration. More specifically, we ask that the board accept the recommended proposals furnished by Beckett & Raeder, Inc. and the subsequent agreements pending Attorney approval. It is our goal to get these services completed as soon as possible so we can begin work on putting together the drawings and specifications.

I will be in attendance at the November 1, 2011 Board meeting to answer any questions you may have.

October 21, 2011

**Mr. Arthur Serafinski**  
Ypsilanti Township  
2525 E. Clark Road  
Ypsilanti, MI 48198

**RE: Lakeside Park Geotechnical Services RFP Responses**

i  
*initiative*

Mr. Serafinski,

BRI issued the attached request for proposals for geotechnical services for Lakeside Park. We have received three proposals and recommend that the Township award the contract to Testing Engineers & Consultants, Inc. (TEC) as they were the low bidder at \$5,697. The proposal response and a post-bid phone call confirmed TEC's understanding of the project and ability to meet BRI's required November 30, 2011 completion date. BRI has worked with TEC on many projects and is familiar with its work. The second lowest bidder was Professional Services Industries (PSI) at \$5,900. In addition, the PSI proposal was framed as an estimated unit price rather than a lump sum as requested in the RFP.

The geotechnical services will include soil borings, laboratory analysis for soil characteristics, and structural design recommendations for park elements. The analysis and recommendations will be used in developing construction documents for the first phase of construction.

If this meets with the Township's approval, a Professional Services Agreement from TEC is attached for the Township's authorization. In order to meet the November 30, 2011 completion date, it is important that TEC be authorized to proceed as soon as possible.

Please let us know if any additional information would be helpful.

Thank you,



Brian D. Barrick, LLA  
Senior Landscape Architect

encl. Bid Summary Spreadsheet  
Copy of Proposals Received  
Copy of RFP

**Beckett & Raeder, Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103

734 **663.2622** ph  
734 **663.6759** fx

Petoskey Office  
616 Petoskey St., Suite 100  
Petoskey, MI 49770

231.347.2523 ph  
231.347.2524 fx

Traverse City Office  
921 West 11th St., Suite 2E  
Traverse City, MI 49684

231.933.8400 ph  
231.944.1709 fx

Toledo, Ohio  
419.242.3428 ph

# Summary of Geotechnical Proposals Received

## Lakeside Park

Ypsilanti Township, MI

October 21, 2011

### **INVITED FIRMS**

NTH Consultants, Ltd.

Professional Services Industries (PSI)

Soil and Materials Engineers, Inc. (SME)

Testing Engineers & Consultants, Inc. (TEC)

### **PROPOSALS RECEIVED**

	<i>Borings</i>	<i>Report/Logs</i>	<i>Design Rec.</i>	<i>Total</i>	<i>Notes</i>
Professional Services Industries (PSI)	\$ -	\$ -	\$ -	\$ 5,900.00	Estimated unit price total. Did not provide lump sum fee as requested in RFP.
Soil and Materials Engineers, Inc. (SME)	\$ 3,500.00	\$ 1,400.00	\$ 1,550.00	\$ 6,450.00	
<b>Testing Engineers &amp; Consultants, Inc. (TEC)</b>	<b>\$ 2,640.00</b>	<b>\$ 2,357.00</b>	<b>\$ 700.00</b>	<b>\$ 5,697.00</b>	

Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
535 West William Street, Suite 101  
Ann Arbor, Michigan 48103

Phone: (734) 663-2622  
Fax: (734) 663-6759

**RE:** Proposal for Geotechnical Exploration and Engineering Report  
Lakeside Park Improvements  
Ypsilanti Township, Washtenaw County, Michigan  
PSI Proposal No. **0381-11140**

Dear Mr. Barrick:

In accordance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to conduct a geotechnical exploration for the above-referenced project. Presented below is a review of furnished project information along with our proposed scope of services, schedule and fee information.

#### **PROJECT UNDERSTANDING**

We have prepared this proposal based on information provided to PSI by Mr. Brian Barrick, LLA, Senior Landscape Architect of Beckett & Raeder, Inc. via an electronic mail on October 18, 2011. It is our understanding that the project will consist of the construction of a multi-use shelter, boathouse building, overlook pier, limestone fines trails, permeable pavements and bioswale. The project is located in Ypsilanti Township, Washtenaw County, Michigan.

Should any of the above information or assumptions made by PSI be inconsistent with the actual conditions and planned construction, we request that you contact us to allow us to make any necessary modifications to this proposal.

#### **SCOPE OF SERVICES**

Based upon your request and our current understanding of the project, we have outlined below a scope of services to provide a geotechnical study. The primary purpose of the study is to develop geotechnical design criteria for support of the proposed development.

As requested, we propose to drill a total of thirteen soil test borings. The borings will be performed to a depth of approximately 10 feet at the locations of borings B-1, B-2, B-3, B-4 and B-8 through B-12; the borings will be drilled to a depth of approximately 15 feet



at the locations of borings B-5, B-6, B-7 and B-13 below the existing ground surface. A total of 150 feet of drilling and sampling is anticipated for this project. In addition, a total of ten infiltration tests in accordance with the pertinent ASTM Standard will be performed at locations of Borings B-1, B-2, B-3, B-4 and B-8.

Water levels will be measured in the borings during and after drilling is completed. If the borings cave in after the withdrawal of the hollow stem augers, further water level readings will not be taken.

Representative continuous soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, plasticity, grain size and relative strength characteristics.

PSI will retain the unused soil samples for two months after the submission of the report. However, if requested in writing, unused samples for this project shall be retained for an additional time period for an additional cost.

## **ANALYSIS AND REPORT**

At the conclusion of our field and laboratory work, the data will be analyzed by one of our experienced and licensed geotechnical engineers and a report will be prepared in compliance with the project requirements and industry accepted guidelines. The report will include the following:

- A discussion of subsurface soil and groundwater conditions encountered.
- Recommendations for site preparation and earthwork, including site excavation and placement and compaction of fill soils.
- Recommendations regarding foundation type, allowable bearing capacity, size and depth of foundation, and estimated settlement will be provided for the foundation design for each proposed structure.
- Comments and recommendations related to pavement and limestone fines trails subgrade preparation including undercut requirements.
- Recommendations for permeable pavement cross-sections for the proposed roadway will be provided. The pavement designs will be prepared by PSI based on an estimated CBR value using the DARWin pavement design and analysis system and Porous Asphalt Pavements for Stormwater Management by NAPA. This program embodies the methodology of the 1993 AASHTO guidelines for the design of pavement structures. The ADT information will be provided by the client.
- A site location map, a boring location plan, soil boring logs and laboratory test results will be appended to the report.

The report will be addressed to Beckett & Raeder, Inc. PSI will provide four (4) copies of the report.

### **SPECIAL INSTRUCTIONS**

Upon project start-up, PSI will contact you or your representative regarding site access and any updates in project information and scheduling. Prior to initiating the field exploration, the client should provide either staked boring locations in the field or survey points indicating site boundaries and reference benchmarks to facilitate staking of the boring locations. PSI will contact "Miss Dig" for public utility clearance. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal assumes that private utility lines and other subsurface appurtenances will be located in the field by others prior to our mobilization. Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. We will attempt to minimize such damage, but no restoration other than back-filling the soil test borings and patching with cold bituminous patch material, if needed, is included in our fee estimate. No tree clearing is included in our estimated cost. If PSI is required to clear trees in order to have access to the boring locations, additional fees (\$200.00/hr/two-man crew) will be assessed. It is our understanding that storm water calculations for the permeable pavement will be performed by others. PSI assumes that the infiltration tests will be performed at the existing grade level. If PSI is required to excavate in order for the infiltration tests to be performed at below-grade levels, Use of backhoe charges will be added to our base fee.

### **FEES**

It is proposed that the fee for performance of the outlined scope of services be determined on a unit rate basis in accordance with the attached Schedule of Geotechnical Services and Fees. Based on the scope of services outlined above, we estimate the itemized fee as follows:

Site visit, staking and utility coordination	\$ 200.00
Mobilization and De-mobilization of drill rig	\$ 350.00
Drilling 13 borings and SPT sampling, 150 feet @ \$10.00/foot	\$ 1,500.00
Double Ring Infiltration tests, 10 @ \$250.00/each	\$ 2,500.00
Laboratory testing, lump sum	\$ 300.00
Engineering analysis and report, lump sum	\$ 1,050.00
<b>Estimated Total:</b>	<b>\$ 5,900.00</b>

### **Additional Services, if requested;**

Use of Backhoe to excavate at the infiltration test locations

one @ \$1,500.00/day

\$ 1,500.00

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. This estimated cost assumes that adequate bearing materials will be encountered within the proposed boring depths. Should conditions be encountered which require deeper borings or additional investigation, we will notify you to discuss modifying the outlined scope of work. If additional drilling services is required, These services will be performed at **\$26.50/ft** including soil drilling, sampling, limited laboratory testing and engineering analysis and report. No rock coring or drilling is included in our scope of the work.

This estimated cost also assumes that the site is readily accessible to our ATV drilling equipment and the weather conditions will allow the performance of the infiltration tests (i.e. air temperature above 32 °F).

## **SCHEDULE**

PSI proposes to initiate work on this project immediately after written authorization is received. The mandatory Miss Dig underground utility clearance will be available after three working days. Expecting favorable weather conditions, we plan to start drilling within five business days following authorization. We anticipate three business days for field and laboratory activities, and another two business days for analyses and report preparation. PSI proposes to deliver the report within two to three weeks from the day we receive a signed copy of our proposal, provided there is no access or weather related delay. If requested, we can provide preliminary verbal recommendations shortly after the completion of fieldwork.

## **AUTHORIZATION**

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please complete the "Project Information" part of the attached "Proposal Acceptance" form, sign the "Proposal Acceptance" as authorization to proceed and return one copy of this proposal intact to our office. PSI will start the project after receipt of a signed copy of the proposal acceptance.

We appreciate the opportunity to offer our geotechnical services to your project and look forward to working with you. PSI provides additional consulting services, which include Environmental Services, Construction Materials Testing and Inspection Services, Roof Consulting and Inspection Services, Pavement and Asphalt Testing Services and specialty engineering and testing. The PSI Michigan offices and full service laboratories are located in Detroit, Troy, Kalamazoo, Lansing, Grand Rapids, Plymouth and Saginaw. If you have any questions, please call us at (734) 453-7900 to discuss this proposal or any of the services listed above.

Respectfully submitted,

---

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Arif Cekic, Ph.D., P.E.  
Geotechnical Department Manager



Jeffrey D. Hestwood, P.E.  
Senior Project Engineer

Attachments:        Proposal Acceptance – Project Information  
                              PSI General Conditions

**PROPOSAL ACCEPTANCE:**

<p><b>AGREED TO, THIS _____ DAY OF _____, 2011.</b></p> <p><b>BY (please print): _____</b></p> <p><b>TITLE: _____</b></p> <p><b>COMPANY: _____</b></p> <p><b>SIGNATURE: _____</b></p>
---

**AUTHORIZE ADDITIONAL SERVICES:**

- **Field Engineer** \_\_\_\_\_
- **Project Drawing & Specification Review** \_\_\_\_\_

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:
 

( ) Copies to: _____	( ) Copies to: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
7. Invoicing Address: \_\_\_\_\_
 

\_\_\_\_\_

Attn: \_\_\_\_\_
8. Previous Subsurface Information (Circle One)      Available      Not Available
 

Topographic Survey Drawing (Circle One)	Available	Not Available
---	-----------	---------------
9. Other Pertinent Information : (Type of Structure, Column/Wall Loads, Finished Grade)
 

\_\_\_\_\_

\_\_\_\_\_



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES.** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, and transporter, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Soil and Materials Engineers, Inc.  
The Kramer Building  
43980 Plymouth Oaks Blvd.  
Plymouth, MI 48170-2584

tel (734) 454-9900  
fax (734) 454-0629  
www.sme-usa.com

Kenneth W. Kramer, PE  
Founder

Mark K. Kramer, PE  
Timothy H. Bedenis, PE  
Gerald M. Belian, PE  
Chuck A. Gemayel, PE  
James M. Harless, PhD, CHMM  
Larry P. Jedele, PE  
Cheryl A. Kehres-Dietrich, CGWP  
Edward S. Lindow, PE  
Gerard P. Madej, PE  
Timothy J. Mitchell, PE  
Robert C. Rabeler, PE  
Daniel O. Roeser, PG

Daniel R. Cassidy, CPG  
Andrew J. Emmert, CPA  
Sheryl K. Fountain, SPHR  
Michael E. Gase, CWI, ASNT III  
Davie J. Hurlburt, PE  
Laurel M. Johnson, PE  
Jeffery M. Krusinga, PE, GE  
Michael S. Meddock, PE  
Mark L. Michener, LEED GA, CDT  
Louis J. Northouse, PE  
Joel W. Rinkel, PE  
Jason A. Schwartzberger, PE  
Larry W. Shook, PE  
Thomas H. Skotzke  
Michael J. Thelen, PE  
John C. Zarzecki, CET, CDT, NDE

October 21, 2011

Mr. Art Serafinski  
Ypsilanti Township  
2025 Clark Road  
Ypsilanti, Michigan 48198

RE: Proposal for Geotechnical Engineering Services  
Proposed Lakeside Park Improvements  
Ypsilanti Township, Washtenaw County, Michigan  
SME Proposal No. P02773.11

Dear Mr. Serafinski:

Soil and Materials Engineers, Inc. (SME) would be pleased to provide geotechnical engineering services for the above referenced project.

This proposal was prepared based on the undated Request for Proposal (RFP) prepared by Beckett & Raeder, Inc. The RFP included a description of the project and an aerial image of the site depicting locations of proposed improvements along with the locations and depths of 13 proposed borings.

### SITE CONDITIONS AND PROJECT DESCRIPTION

The project site is located at Lakeside Park on the north side of Textile Road, between Bridge Road and Huron River Drive in Ypsilanti Township, Michigan. The north side of the site borders Ford Lake. The site consists of open, grass areas with intermittent trees and relatively heavily wooded areas. Existing ground surface levels generally slope down towards Ford Lake at the north side of the site.

We understand the project will consist of the design and construction of a new "boathouse" building, outdoor classroom building, and a new overlook structure at the edge of Ford Lake. We anticipate the proposed buildings will consist of wood-framing and will be single-story, slab-on-grade structures.

Permeable aggregate parking and drive areas will be constructed at the south and central portions of the site and aggregate-paved recreational trails will extend throughout the site. Bioswales will be constructed in the central portion of the site.

The RFP indicated significant cuts and fills would not be required to establish final subgrade elevations. We anticipate the proposed bioswales will not extend more than about 4 feet beneath the existing ground surface.

OFFICES  
Indiana  
Michigan  
Ohio

© 2011 soil and materials engineers, inc.

consultants in the geosciences, materials, and the environment



## SCOPE OF SERVICE AND PROFESSIONAL SERVICE FEES

SME has based our scope of service on performing double-ring infiltrometer tests in general accordance with Appendix E of the Low Impact Development Manual for Michigan. Depending on subsurface conditions encountered, alternative infiltration testing may be required. Based on our review of the information provided in the RFP and on our understanding of the project, our scope of service will generally include the following:

1. Coordinate our drilling activities with the Owner.
2. Contact the Miss Dig system for the location of public underground utilities at the sites.
3. Stake the planned boring locations using hand-held GPS.
4. Mobilize a drill rig mounted on an ATV and drill 13 borings for a total of 150 linear feet of drilling. Within the proposed parking, trail, and bioswale areas, nine borings will each extend 10 feet beneath the existing ground surface. One boring within the proposed outdoor classroom building, one boring within the proposed overlook building, and two borings within the proposed boathouse building will each extend 15 feet beneath the existing ground surface.

Obtain split-spoon soil samples in each boring at about 2.5-foot intervals in the upper 10 feet and at 5-foot intervals below a depth of 10 feet. We will attempt to obtain groundwater levels in the borings during and immediately after drilling. After completion of drilling and groundwater measurements, the borings will be backfilled with auger cuttings. Therefore, long-term groundwater levels will not be obtained for this evaluation.

5. Perform double-ring infiltrometer (“percolation”) tests at borings B1 through B4, and B8. We anticipate the depth of the infiltration tests will be less than about 6 feet beneath the existing ground surface. The holes for the tests will be created with our drill rig using hollow-stem augers and/or with a shovel, depending on required the depths of the tests.
6. Perform laboratory tests including visual soil classification on recovered samples and moisture content and hand penetrometer tests on portions of cohesive samples.
7. Summarize our findings in a geotechnical evaluation report that will include:
  - a. a boring location diagram;
  - b. a log prepared for each boring that will include a description of the soils encountered and the results of the field and laboratory tests;
  - c. a description of the site conditions and evaluation procedures;
  - d. a description of soil and groundwater conditions encountered in the borings;
  - e. a description of the field and laboratory testing programs and an interpretive analysis of the results;
  - f. the results of the infiltration tests and comments regarding factors that can affect infiltration characteristics;
  - g. site preparation and earthwork recommendations, including general site subgrade preparation, compaction and materials requirements for engineered fill, and the evaluation of the suitability of on-site soils for reuse as engineered fill;





- h. recommendations regarding the design of foundations to support the proposed boathouse, outdoor classroom and outlook buildings, including allowable soil bearing pressure, estimated settlement, and depth to suitable bearing soil (shallow foundations) or allowable end bearing and skin friction values (deep foundations);
- i. recommendations for pavement subgrade preparation, and design of permeable aggregate parking and drive areas and aggregate-paved recreational trails, including compaction requirements, sub-base requirements, aggregate thickness, and drainage requirements, and;
- j. comments about potential construction problems related to the geotechnical conditions disclosed by the borings.

Based on the envisioned scope of services outlined above, our lump sum fee will be **\$6,450**. Depending on subsurface conditions encountered, the borings may need to be extended deeper to provide adequate information for deep foundation design recommendations. If subsurface conditions warrant deeper or additional borings, additional drilling, sampling and the associated laboratory tests can be provided for a fee of **\$75 per 5 feet** to a maximum depth of 30 feet beneath the existing ground surface.

If further services are required for this project that go beyond the scope of services outlined in this proposal, additional fees will be required. Additional fees will be invoiced according to the applicable unit rates on our current fee schedules. However, we do not intend to perform additional services without first obtaining your authorization to proceed.

### **Assumptions and Limitations**

The following assumptions were made in reviewing the RFP, preparing our scope of services, and preparing our professional services fee:

1. Client will provide or obtain right-of-entry for SME to conduct the evaluation.
2. SME will contact the Miss Dig system to clear and mark the location of public underground utilities at the site prior to performing the field exploration. Client will locate any known private underground utilities at the site prior to performing the field exploration. SME is not responsible for damage to utilities not cleared, located and marked at the site.
3. Care will be exercised to mitigate damage to lawn, landscape, pavement, soft ground and other areas that may be disturbed during the field exploration. Damage could occur in those areas traversed by the drilling equipment especially in areas of wet or soft subgrade. Due to soil transport regulations and environmental implications, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Excess cuttings will be spread out on site near the borehole locations.
4. We have budgeted for one hour of downtime for our drillers to clear paths to the borings to allow drill rig access. If tree cutting/clearing is required, we specifically request direction from the owner or Beckett & Raeder, Inc. on guidelines for what trees/brush can and cannot be cut/cleared. Also, if Ypsilanti Township has a specific tree ordinance, we request we be apprised of it before we mobilize our drill rig on site. We will not remove



any large trees (bigger than about 3 inches in diameter). If additional time is required to access the borings, we will contact you regarding additional fees and/or relocating some of the borings.

5. Field services will be performed by SME Monday through Friday during normal business hours. Additional fees will be required for field services performed during off-hours.
6. Client will inform us of any known environmental site conditions which could affect the health and safety of our drill crew. We will report unusual odors and colorations of the soil or groundwater observed in the borings. Environmental sampling and analytical testing would be required to evaluate the presence of contamination, but is beyond the proposed scope of services. SME would be pleased to assist with environmental services, should you desire.

Although SME offers other services for the project, our proposed scope of services for the geotechnical evaluation does not include detailed recommendations for construction dewatering, earth retention systems, allowable temporary slopes or erosion control; cost or quantity estimates, preparation or review of plans and/or specifications; construction materials services; time for meetings; or a significant amount of consulting time after transmittal of our report.

### SCHEDULE

The RFP indicated a requested completion date of November 30, 2011 for the geotechnical evaluation. We anticipate we can meet the requested completion date, provided authorization to proceed is given by October 31, 2011.

### AUTHORIZATION

Please sign and provide the appropriate information on the attached SME General Conditions sheet (GC:1/09) sheet and return this proposal to SME. Since this proposal was submitted via electronic mail, please contact us if an original hard copy of the proposal is required.

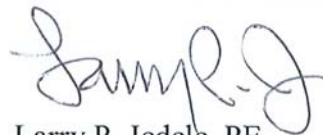
We look forward to teaming with you on the subject project. If you have questions concerning our scope of services or our fees, please contact us.

Very truly yours,

**SOIL AND MATERIALS ENGINEERS, INC.**



Paul E. Anderson, EIT  
Senior Engineer



Larry P. Jedele, PE  
Vice President

Attachments: Signed Request for Proposal Form  
Important Information about this Geotechnical Engineering Proposal  
SME General Conditions (1/09)

Distribution: Brian Barrick-Beckett & Raeder, Inc. – [bbarrick@bria2.com](mailto:bbarrick@bria2.com)

T:\Deltek Proposals\P02773.11.doc





# PROPOSAL FORM

## LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

### **PROFESSIONAL FEE for GEOTECHNICAL SERVICES**

On-Site Soil Borings (1-13)	\$ <u>3,500</u>
Boring Analysis Report including Infiltration Tests and Soil Boring Logs	\$ <u>1,400</u>
Detailed Design Recommendations for footings and permeable parking	\$ <u>1,550</u>
Total Lump Sum Fee	\$ <u>6,450</u>

See Attached Sheet for Soil Boring Location information.

### **SUBMITTED BY:**

Soil and Materials Engineers, Inc. (SME)  
Firm Name

43980 Plymouth Oaks Blvd, Plymouth, Michigan 48170  
Address

  
Authorized Signature

Vice President (734) 454-9900  
Title Phone

October 21, 2011  
Date

# Important Information About This Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Participate in Development of the Subsurface Exploration Plan**

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## **Expect the Unexpected**

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## **Have Realistic Expectations; Apply Appropriate Preventives**

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk*. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: info@asfe.org www.asfe.org

*Copyright 2004 by ASFE, Inc. Duplication, reproduction, or copying of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with ASFE's specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of ASFE, and only for purposes of scholarly research or book review. Only members of ASFE may use this document as a complement to or as an element of a geotechnical engineering proposal. Any other firm, individual, or other entity that so uses this document without being an ASFE member could be committing negligent or intentional (fraudulent) misrepresentation.*



## GENERAL NOTES

1. SME representatives may provide observation and field-testing. The scope of services does not include job or site safety, supervision, or direction of the actual work of the contractor. The presence of SME on the job site should not be construed to relieve the contractor in any way of his obligations and responsibilities under the construction contract.
2. SME General Conditions govern all the work performed.
3. The Owner grants right of entry from time to time to SME, its agents, staff, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for activities at the site. While SME will take reasonable precautions to reduce the likelihood of damage to the property, it is understood by Client and Owner that some damage may occur in the normal course of our work. The fee for correction of this damage is not part of this agreement unless specifically noted.
4. While working SME will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client and Owner agree to hold SME harmless for any damages to subterranean structures, which are not called to SME's attention and/or not correctly shown on the plans furnished.
5. Client agrees to provide SME with accurate legal description and property survey.
6. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The client will furnish SME with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. SME reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. SME reserves the right to modify this contract if conditions preventing drilling at the specified locations are encountered which were not made known to SME prior to the date of this contract.
7. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data, interpretation and recommendations by others of the information developed.
8. Certain types of hazardous materials including subsurface contaminants and biological pollutants (molds, spores, bacteria, fungi and other byproducts of biological organisms) may exist at a site where there is no reason to believe they could or should be present. SME and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work and fees. SME and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages SME to take any and all measures that in SME's professional opinion are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and Client agrees to compensate SME for the additional cost of such work. In addition, Client and Owner waive any claim against SME and agree to indemnify, defend and hold SME harmless from any claim or liability for injury or loss arising from or caused by the presence of, or exposure of SME, Client, or any third party to unanticipated hazardous materials or suspected hazardous materials, except to the extent caused by SME's sole negligence. Client agrees to compensate SME for time spent and expenses incurred by SME in defense of any such claim. Compensation to be based upon SME's prevailing fee schedule and expense reimbursement policy.





## GENERAL NOTES (Continued)

9. Generally, test samples or specimens are consumed or substantially altered during the conduct of tests and SME, at our sole discretion, will dispose of these samples or specimens upon completion of tests, subject to the following:

Non-Hazardous Samples: At Client's written request, we will maintain preservable test samples and specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

Hazardous or Potentially Hazardous Samples: In the event samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations, or ordinances, we will, after completion of testing and at Client's expense, (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title of said waste.

10. All laboratory and field equipment contaminated in performing our services and which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.
11. Client agrees to advise us upon execution of this Agreement of any hazardous substances including subsurface contaminants and biological pollutants (mold, spores, bacteria, fungi and other byproducts of biological organisms), environmental violations, or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

In connection with hazardous waste, Client/Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from: Client's/Owner's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents; Client's/Owner's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site; changed conditions or hazardous substances or constituents introduced at the site by Client/Owner or third persons before or after the completion of services herein; allegations that SME is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law.

12. Client recognizes that it is impossible for SME to know the exact composition of a site's subsurface even after employing a comprehensive exploratory program. As a result, there is a risk that sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because such sampling is a necessary aspect of the work which SME will perform for Client's/Owner's benefit, Client/Owner waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by sampling, except to the extent caused by SME's sole negligence.



## GENERAL NOTES (Continued)

13. Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. Client also recognizes that any such discovery may result in a significant reduction of the property's value, and this may spur the property's owner to institute action against SME. Accordingly, in such situations, Client waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claim or liability for injury or loss of any type arising from SME's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by Client.
14. It is possible this assessment may fail to reveal the presence of contaminants (including subsurface contaminants, hazardous materials and biological pollutants [mold, spores, bacteria, fungi and other byproducts of biological organisms] and all other types of environmental contamination collectively referred to as "Contaminants") at sites where contaminants are assumed, or expected to exist or contaminants are inaccessible or unobservable. Client understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. Client agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell due to the site or building conditions, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, Client waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose, except to the extent caused by SME's sole negligence.
15. If during the performance of services, unforeseen hazardous substances or constituents, biological pollutants or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will notify Client thereof. Subsequent to the notification, SME may: if practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal; agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or terminate the services effective on the date specified by SME in writing.
16. Client also agrees to compensate SME for any time spent and expenses incurred by SME in defense of any claims (related to Items 8, 11, 12, 13 and 14 above), with such compensation to be based upon SME's prevailing fee schedule and expense reimbursement policy.





## SME GENERAL CONDITIONS

1. In this Agreement, the party agreeing to have the services performed is the "Client." The Client's client shall be referred to as the "Owner." Unless expressly stated otherwise, Soil and Materials Engineers, Inc., its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME."
2. SME will submit invoices to Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the Client and is past due 30 days from date of the invoice. Client agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
3. All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants Client and Owner a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to Client, Owner or third parties for unauthorized use of its instruments of services.
4. SME will retain pertinent records relating to the services performed for Client for a period of time consistent with SME's File Management Plan, a copy of which will be provided to Client upon request. During that period, the records will be made available to the Client at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
5. **SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
6. Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the project for more than 3 months. In the event of termination, Client will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
7. If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with Client prior to litigation when collecting fees legally owed by Client.
8. If Client gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, Client agrees to accept the proposal, including these General Conditions, as the Agreement governing SME's services and the relationship between the parties. Such acceptance based on other-than-written authorization is effective except for those provisions that Client objects to in writing within 7 days following the other-than-written authorization.
9. SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide Client with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of Client, its agents, staff, and other consultants employed by Client.
10. **In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, Client agrees to limit all potential liability of SME to Client, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to Client, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the project, whichever is greater. The Client understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.**
  - a) Client further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this project.
  - b) Client further agrees that it will require all of its contractors and subcontractors defend and indemnify Client and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.
11. To the fullest extent permitted by law, Client shall defend and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence of SME.
12. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of Client's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.
13. If SME provides services at the request of Client, in addition to those described in the scope of work contained in SME's proposal, Client agrees that these general conditions including the general notes on the fee schedules shall apply to all such additional services.
14. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and SME will survive the completion of the services and the termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party. This Agreement includes SME's Fee Schedule(s), and any notes thereon, these General Conditions and other documents incorporated herein. This Agreement constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on Client's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

**PROPOSAL ACCEPTED BY:**

**BILLING ADDRESS**

_____ Signature	_____ Date
_____ Printed Name	_____ Title
_____ Company	

_____ Street
_____ City / State
_____ Zip Code



**Testing Engineers & Consultants, Inc.**

Ypsilanti Township  
c/o Beckett & Raeder, Inc.  
535 West William Street, Suite 101  
Ann Arbor, MI 48103

Proposal for

A Geotechnical Investigation

Lakeside Park Improvements  
Textile Road Between Bridge Road  
& Huron River Drive  
Ypsilanti Township, Michigan

Submitted by:

TESTING ENGINEERS & CONSULTANTS, INC.  
1343 Rochester Road, P.O. Box 249  
Troy, Michigan 48099-0249  
(248) 588-6200

TEC Proposal: 060-11-0229





## Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G  
Fax (248) 588-6232

TEC Proposal: 060-11-0229  
Date Issued: October 20, 2011

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
535 West William Street, Suite 101  
Ann Arbor, MI 48103

Re: Geotechnical Investigation  
Lakeside Park Improvements  
Textile Road Between Bridge Road  
& Huron River Drive  
Ypsilanti Township, Michigan

Dear Mr. Barrick:

In response to your request, Testing Engineers & Consultants, Inc. (TEC) is pleased to submit our proposal for a Geotechnical Investigation of the above referenced project. We have enclosed a scope of work and the proposal form for the requested services.

TEC looks forward to working with you on this project. We will contact you soon to discuss how we may be of assistance.

Respectfully submitted,

TESTING ENGINEERS & CONSULTANTS, INC.

Gary E. Putt, P.E.  
Senior Project Engineer

Carey J. Suhan, P.E.  
Vice President, Geotechnical  
& Environmental Services

GEP/CJS/ln  
Attachment

Copyright 1997 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and to the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
OFFICES IN ANN ARBOR, DETROIT, AND TROY

FOUNDED IN 1966

## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

### PROPOSAL FOR A GEOTECHNICAL INVESTIGATION

#### A. INTRODUCTION

This investigation will provide geotechnical design parameters for the proposed development.

Based on information provided, we understand that the project will consist of the construction of a multi-use shelter with footings, a boathouse building with footings, an overlook with footings, limestone fines trails, a permeable aggregate parking area and bioswales. The intended grades will be as close as possible to the existing grades to preserve as much vegetation as possible. We understand that the site is partially open meadow and partially wooded with a few existing unimproved trails. We have assumed that a drill rig mounted on an all-terrain vehicle (ATV) will be required to access a few areas. It should be noted that some small tree and vegetation damage will occur.

Our recommendations will be based upon the preceding project characteristics (some of which have been assumed by us). We should be advised of any differences because they might affect the recommendations to be included in our report.

#### B. SCOPE OF WORK

The work will be done in accordance with the requirements in the Request for Proposal and generally as follows:

1. Mobilize and demobilize both a truck mounted drill rig and a drill rig mounted on an ATV.
2. TEC will stake boring locations in the field from a drawing provided by the client and will contact Miss Dig for utility clearance with respect to the boring locations.
3. As directed by the client, perform explorations consisting of thirteen borings with sampling at least 5 feet into satisfactory support materials. It is estimated that four borings for the shelter, boathouse and overlook will be to 15-foot depth and nine borings for the trails, parking lot/drives and bioswales will be to 10-foot depth.
4. Perform double ring infiltrometer tests (Michigan Low Impact Design Manual Method) at Boring Nos. 1 through 4 and 8 to determine existing soil infiltration capacity.
5. Perform a laboratory investigation to determine the strength, compressibility and physical characteristics of the soils encountered.

## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

6. Analyze the results of the field and laboratory investigation.
7. Document our analysis in a report of the recommended geotechnical design parameters including:
  - A. Bearing capacity and estimated settlements;
  - B. Foundation types or alternates, if possible, where problem support conditions are encountered;
  - C. Floor slab support parameters;
  - D. Stabilization requirements for subgrade materials, if needed;
  - E. Alternate pavement types and thicknesses;
  - F. Evaluation of ground water conditions and its effect on construction and the design of the structures;
  - G. Parameters affecting site grading and drainage;
  - H. Parameters for excavation slope design;
  - I. Gradation analysis for evaluation of soils for preliminary permeability considerations for permeable pavements and bioswale;

The geotechnical design parameters will be implemented into design by other professionals.

### **C. FEE SCHEDULE**

The attached estimate is based upon information available at this time. Our services will end with the submission of the report as outlined in the scope of work. In the unlikely event that unusual or unforeseen subsurface conditions are encountered or if there is a necessary change in the scope of work, you will be notified before additional services are performed. Additional services and meetings will be at the rates in our current fee schedule. The fees for the proposed services are shown on the attached Proposal Form.

### **D. TIME FRAME**

The following represents our tentative schedule. If the time frame outlined below does not satisfy your scheduling requirements, we will be happy to make other arrangements to meet



## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

your specific time schedule. We can provide the report (4 copies) including laboratory plus engineering analysis and recommendations by November 30, 2011 provided authorization to proceed is given by November 2, 2011.

### E. TERMS AND CONDITIONS

1. The client will provide direction to the site, permission to enter the site, and access throughout the site for a drill rig mounted on an all-terrain vehicle (ATV).
2. Downtime not caused by TEC will be charged at \$160.00 per hour.
3. Rates for Saturday, Sunday, holidays, or shift work will be quoted upon request.
4. Laboratory work that needs immediate attention will be billed at 1.5 times the standard test rate. This applies to work required to be performed on Saturdays or after 5:00 p.m. on weekdays. Work required to be performed on a Sunday or Holiday will be billed at 2.0 times the standard test rate.
5. The invoice will be based upon the actual work performed and at the quoted rates. Unless otherwise stated, invoices are due 30 days from the invoice date. An administrative fee of 1.5% per month will be added to all delinquent accounts. It is agreed that the client is liable for all costs and expenses of collection, including reasonable attorney's fees, whether or not legal proceedings are instituted. Disputes of invoiced amounts must be submitted in writing within 30 days of invoice date.
6. The TEC fee for depositions, court appearance, expert witness, legal assistance, litigation, preparation, or other legal work is \$250.00 per hour plus expenses.
7. Unless otherwise stated, four (4) copies of the report will be distributed per client instruction. There may be additional charges for extra copies of reports.
8. TEC will not be responsible for work performed on materials furnished by others not controlled by TEC.
9. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.

## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

10. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.
11. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of or relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
12. This proposal is valid if authorized within 90 days of date issued.

**Testing Engineers & Consultants, Inc.**

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

**F. AUTHORIZATION**

If this proposal meets with your approval, please sign in the spaces provided below and return an executed copy for our files. We will consider this a legal contract and written authorization to proceed.

Accepted By:

\_\_\_\_\_

Firm

\_\_\_\_\_

Federal ID No.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date



## PROPOSAL FORM

### LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

#### *PROFESSIONAL FEE for GEOTECHNICAL SERVICES*

On-Site Soil Borings (1-13)	\$ <u>2,640.00</u>
Boring Analysis Report including Infiltration Tests and Soil Boring Logs	\$ <u>2,357.00</u>
Detailed Design Recommendations for footings and permeable parking	\$ <u>700.00</u>
Total Lump Sum Fee	\$ <u>5,697.00</u>

See Attached Sheet for Soil Boring Location information.

#### **SUBMITTED BY:**

Testing Engineers & Consultants, Inc.  
Firm Name

1343 Rochester Road, Troy, MI 48083  
Address

  
Authorized Signature

Vice President, Geotechnical                      (248) 588-6200  
Title      & Environmental Services                      Phone

October 20, 2011  
Date

# REQUEST FOR PROPOSAL

## LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

Beckett & Raeder, Inc. is soliciting a professional fee proposal to perform Geotechnical Investigation and Engineering Services for the Lakeside Park Improvement Project located on the north side of Textile Road between Bridge Road and Huron River Drive in Ypsilanti Township, Michigan.

*The purpose of the Geotechnical Investigation is to provide information necessary for the construction of a multi-use shelter with footings, boathouse building with footings, overlook with footings, limestone fines trails, permeable aggregate parking area, and bioswales.*

The work shall consist of performing thirteen (13) on-site investigative bores per the attached plan (Boring #'s 1-13). Borings shall be of depth's noted on plans. Provide sample testing/analysis as required to support findings detailed in a report. Provide detailed recommendations for design of new improvements indicated on plan for each location. This includes infiltration rates for boring #'s 1, 2, 3, 4, and 8 located in the permeable parking and bioswale areas.

The locations of the borings are provided on the attached plan. The site is partially open meadow and partially wooded with a few existing, unimproved trails. Some of the boring locations are accessible by the unimproved trails while others are within wooded areas. The intended grades will be as close as possible to the existing grades to preserve as much vegetation as possible. The Geotechnical Engineer will be responsible for layout/staking of the bore locations. If the Geotechnical Engineer finds it necessary to change the location or depth of any of these proposed borings, the Landscape Architect/Engineer shall be notified and a new location and depth shall be agreed upon between the Landscape Architect/Engineer and the Geotechnical Engineer.

All work within shall be performed in coordination with Ypsilanti Township in accordance with their guidelines, as applicable. Mr. Art Serafinski shall be contacted 48 hours prior to any on-site work being performed.

Mr. Art Serafinski  
2025 Clark Road  
Ypsilanti, MI 48198  
(734) 544-3807  
aserafinski@ytown.org

It shall be the Geotechnical Engineer's responsibility to contact Miss Dig and all other pertinent utility companies for information regarding buried utilities and structures prior to commencing boring. The Geotechnical Engineer shall restore the site to existing conditions once all investigative digging is completed. Restoration shall include but not limited to, backfilling and compacting of borings, patching of concrete and bituminous pavements and repair any damaged lawns, trails and plantings.

On site observations shall be noted in the report and consist of but not limited to the following:

- Soil boring location diagram
- Provide vertical sections for each boring location; which includes thickness and description of pavement type and each soil strata encountered at approximate grade elevations, blow counts and groundwater elevations, if any. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect improvement design conclusions.
- Describe existing site conditions.
- Provide a summary of all laboratory determinations of soil properties.
- Identify the recognized standard sampling and test methods utilized.
- A soil permeability or infiltration rate will need to be included in the report for boring #'s 1, 2, 3, 4, and 8. The information provided in your report should be adequate to submit to Ypsilanti Township and the Washtenaw County Water Resources Commissioner to support calculations by our Civil Engineer for the use of bioswale and permeable parking areas in the vicinity of the boring. Method of testing shall be determined based on conditions encountered but shall definitively provide an infiltration rate for use in calculating retention requirements.

The report shall also include detailed Pavement Design Recommendations for permeable aggregate parking, limestone fines trails, and recommendations for underdrains consisting of but not limited to the following:

- Sub grade preparation.
- Depth and compaction requirements for specified granular sub-base (if required) and base materials (if required) for limestone fines trails and permeable aggregate parking.
- Depth and compaction requirements for limestone fines trails and permeable aggregate parking.
- Aggregate lift design for permeable parking.
- Recommendations for underdrains for permeable parking (if required).

The parking area design shall be based on low volume automobile and light truck traffic. Infrequent light truck activity will likely occur on the trails for trash collection and maintenance.

The report shall also include detailed foundation design recommendations for the proposed multi-use shelter, boathouse building, and overlook. Analysis shall include bearing capacities at 3.5' and 9' at Boring #'s 5, 6, 7, and 13.

Qualified personnel under the supervision of a Registered Professional Engineer shall perform all work. All reports shall bear the seal of a Registered Professional Engineer.

Questions regarding the Geotechnical Survey Specifications can be addressed to Mr. Brian Barrick at Beckett and Raeder, Inc. The contract will be held with White Lake Township and proposals shall be addressed to the Township.

Professional Fee Proposal shall be submitted no later than:

**Friday, October 21, 2011 before 12:00 noon**  
**Beckett & Raeder, Inc.**  
**535 West William, Suite 101**  
**Ann Arbor, MI, 48103**  
**734-663-2622**  
**fax; 734-663-6759**

**Attn: Mr. Brian Barrick**  
**bbarrick@bria2.com**

**One signed copy of the proposal shall be submitted.**  
**Electronic copies of proposal will be accepted.**

Authorization to proceed is anticipated by early November 2011. All work outlined in this proposal shall be completed by the following date:

**11/30/2011**

Based on the tight response and completion schedule, please notify Mr. Brian Barrick, upon receipt of this RFP if you will be unable to respond. Preference may be given to the firm that can complete the survey quickly. The Township reserves the right to accept or reject all proposals.

Provide four printed copies and one digital copy of all reports, including boring logs, and design recommendations to the Landscape Architect/Engineer. It is understood that the Landscape Architect / Engineer shall distribute copies of report to pertinent parties.

# PROPOSAL FORM

## LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

### *PROFESSIONAL FEE for GEOTECHNICAL SERVICES*

**On-Site Soil Borings (1-13)** \$ \_\_\_\_\_

**Boring Analysis Report including  
Infiltration Tests and Soil Boring Logs** \$ \_\_\_\_\_

**Detailed Design Recommendations  
for footings and permeable parking** \$ \_\_\_\_\_

**Total Lump Sum Fee** \$ \_\_\_\_\_

See Attached Sheet for Soil Boring Location information.

### ***SUBMITTED BY:***

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Address

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

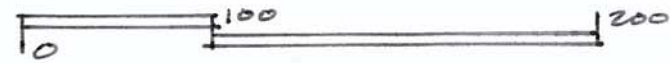
Phone

\_\_\_\_\_

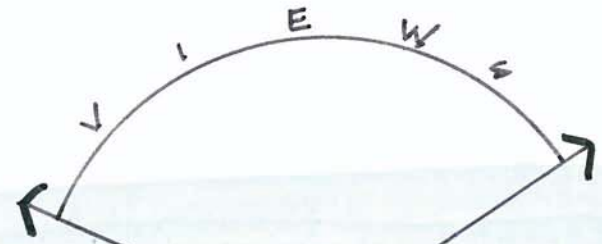
Date



YPSILANTI TOWNSHIP  
LAKESIDE PARK IMPROVEMENTS  
BECKETT & RAEDER, INC. / COOPER DESIGN INC.  
FEBRUARY 26, 2010



FORD LAKE



WATERFRONT  
ACTIVITY

B13 - 15'

OVERLOOK

B9 - 10'

B12 - 10'

OVERLOOK

B7 - 15'

B10 - 10'

B11 - 10'

OUTDOOR  
CLASS-  
ROOM

B8 - 10'

INFORMAL  
FIELD  
200 x 110

B6 - 15'

B4 - 10'

BOAT  
HOUSE

B3 - 10'

B5 - 15'

PICNIC

PLAY

COURT  
GAME

20

B2 - 10'

B1 - 10'

15 18

12 15

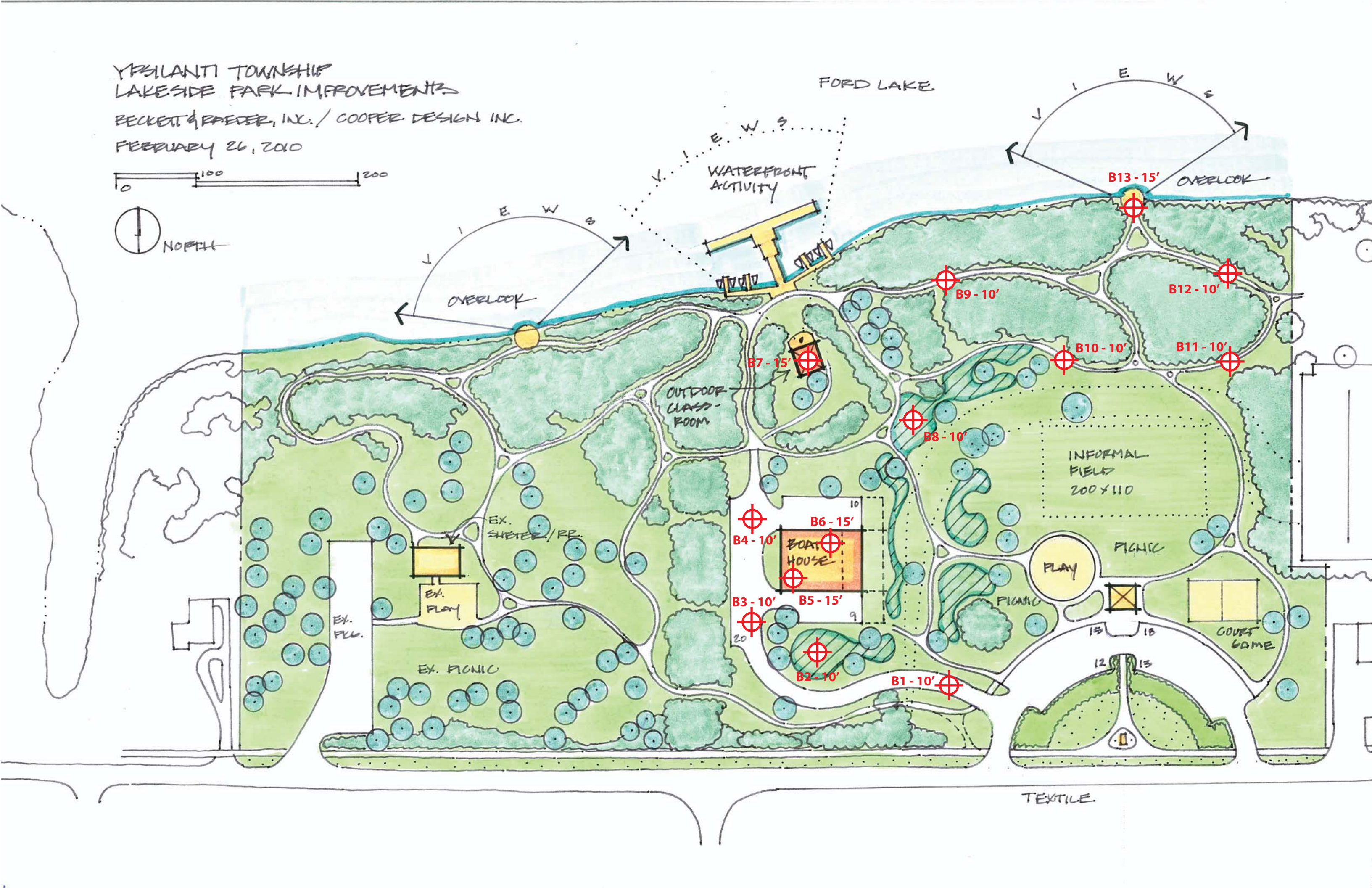
EX.  
PICN.

EX. PICNIC

EX. SHEDS / RE.

EX. PLAY

TEXTILE





**Testing Engineers & Consultants, Inc.**

Ypsilanti Township  
c/o Beckett & Raeder, Inc.  
535 West William Street, Suite 101  
Ann Arbor, MI 48103

Proposal for

A Geotechnical Investigation

Lakeside Park Improvements  
Textile Road Between Bridge Road  
& Huron River Drive  
Ypsilanti Township, Michigan

Submitted by:

TESTING ENGINEERS & CONSULTANTS, INC.  
1343 Rochester Road, P.O. Box 249  
Troy, Michigan 48099-0249  
(248) 588-6200

TEC Proposal: 060-11-0229



## Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G  
Fax (248) 588-6232

TEC Proposal: 060-11-0229  
Date Issued: October 20, 2011

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
535 West William Street, Suite 101  
Ann Arbor, MI 48103

Re: Geotechnical Investigation  
Lakeside Park Improvements  
Textile Road Between Bridge Road  
& Huron River Drive  
Ypsilanti Township, Michigan

Dear Mr. Barrick:

In response to your request, Testing Engineers & Consultants, Inc. (TEC) is pleased to submit our proposal for a Geotechnical Investigation of the above referenced project. We have enclosed a scope of work and the proposal form for the requested services.

TEC looks forward to working with you on this project. We will contact you soon to discuss how we may be of assistance.

Respectfully submitted,

TESTING ENGINEERS & CONSULTANTS, INC.

Gary E. Putt, P.E.  
Senior Project Engineer

Carey J. Suhan, P.E.  
Vice President, Geotechnical  
& Environmental Services

GEP/CJS/ln  
Attachment

Copyright 1997 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and to the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
OFFICES IN ANN ARBOR, DETROIT, AND TROY

FOUNDED IN 1966



## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

### PROPOSAL FOR A GEOTECHNICAL INVESTIGATION

#### A. INTRODUCTION

This investigation will provide geotechnical design parameters for the proposed development.

Based on information provided, we understand that the project will consist of the construction of a multi-use shelter with footings, a boathouse building with footings, an overlook with footings, limestone fines trails, a permeable aggregate parking area and bioswales. The intended grades will be as close as possible to the existing grades to preserve as much vegetation as possible. We understand that the site is partially open meadow and partially wooded with a few existing unimproved trails. We have assumed that a drill rig mounted on an all-terrain vehicle (ATV) will be required to access a few areas. It should be noted that some small tree and vegetation damage will occur.

Our recommendations will be based upon the preceding project characteristics (some of which have been assumed by us). We should be advised of any differences because they might affect the recommendations to be included in our report.

#### B. SCOPE OF WORK

The work will be done in accordance with the requirements in the Request for Proposal and generally as follows:

1. Mobilize and demobilize both a truck mounted drill rig and a drill rig mounted on an ATV.
2. TEC will stake boring locations in the field from a drawing provided by the client and will contact Miss Dig for utility clearance with respect to the boring locations.
3. As directed by the client, perform explorations consisting of thirteen borings with sampling at least 5 feet into satisfactory support materials. It is estimated that four borings for the shelter, boathouse and overlook will be to 15-foot depth and nine borings for the trails, parking lot/drives and bioswales will be to 10-foot depth.
4. Perform double ring infiltrometer tests (Michigan Low Impact Design Manual Method) at Boring Nos. 1 through 4 and 8 to determine existing soil infiltration capacity.
5. Perform a laboratory investigation to determine the strength, compressibility and physical characteristics of the soils encountered.

## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

6. Analyze the results of the field and laboratory investigation.
7. Document our analysis in a report of the recommended geotechnical design parameters including:
  - A. Bearing capacity and estimated settlements;
  - B. Foundation types or alternates, if possible, where problem support conditions are encountered;
  - C. Floor slab support parameters;
  - D. Stabilization requirements for subgrade materials, if needed;
  - E. Alternate pavement types and thicknesses;
  - F. Evaluation of ground water conditions and its effect on construction and the design of the structures;
  - G. Parameters affecting site grading and drainage;
  - H. Parameters for excavation slope design;
  - I. Gradation analysis for evaluation of soils for preliminary permeability considerations for permeable pavements and bioswale;

The geotechnical design parameters will be implemented into design by other professionals.

### **C. FEE SCHEDULE**

The attached estimate is based upon information available at this time. Our services will end with the submission of the report as outlined in the scope of work. In the unlikely event that unusual or unforeseen subsurface conditions are encountered or if there is a necessary change in the scope of work, you will be notified before additional services are performed. Additional services and meetings will be at the rates in our current fee schedule. The fees for the proposed services are shown on the attached Proposal Form.

### **D. TIME FRAME**

The following represents our tentative schedule. If the time frame outlined below does not satisfy your scheduling requirements, we will be happy to make other arrangements to meet



## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

your specific time schedule. We can provide the report (4 copies) including laboratory plus engineering analysis and recommendations by November 30, 2011 provided authorization to proceed is given by November 2, 2011.

### E. TERMS AND CONDITIONS

1. The client will provide direction to the site, permission to enter the site, and access throughout the site for a drill rig mounted on an all-terrain vehicle (ATV).
2. Downtime not caused by TEC will be charged at \$160.00 per hour.
3. Rates for Saturday, Sunday, holidays, or shift work will be quoted upon request.
4. Laboratory work that needs immediate attention will be billed at 1.5 times the standard test rate. This applies to work required to be performed on Saturdays or after 5:00 p.m. on weekdays. Work required to be performed on a Sunday or Holiday will be billed at 2.0 times the standard test rate.
5. The invoice will be based upon the actual work performed and at the quoted rates. Unless otherwise stated, invoices are due 30 days from the invoice date. An administrative fee of 1.5% per month will be added to all delinquent accounts. It is agreed that the client is liable for all costs and expenses of collection, including reasonable attorney's fees, whether or not legal proceedings are instituted. Disputes of invoiced amounts must be submitted in writing within 30 days of invoice date.
6. The TEC fee for depositions, court appearance, expert witness, legal assistance, litigation, preparation, or other legal work is \$250.00 per hour plus expenses.
7. Unless otherwise stated, four (4) copies of the report will be distributed per client instruction. There may be additional charges for extra copies of reports.
8. TEC will not be responsible for work performed on materials furnished by others not controlled by TEC.
9. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.

## Testing Engineers & Consultants, Inc.

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

10. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.
11. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of or relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
12. This proposal is valid if authorized within 90 days of date issued.

**Testing Engineers & Consultants, Inc.**

Ypsilanti Township  
c/o Mr. Brian Barrick, LLA, Senior Landscape Architect  
Beckett & Raeder, Inc.  
October 20, 2011

TEC Proposal: 060-11-0229

**F. AUTHORIZATION**

If this proposal meets with your approval, please sign in the spaces provided below and return an executed copy for our files. We will consider this a legal contract and written authorization to proceed.

Accepted By:

\_\_\_\_\_

Firm

\_\_\_\_\_

Federal ID No.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## PROPOSAL FORM

### LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

#### *PROFESSIONAL FEE for GEOTECHNICAL SERVICES*

On-Site Soil Borings (1-13)	\$ <u>2,640.00</u>
Boring Analysis Report including Infiltration Tests and Soil Boring Logs	\$ <u>2,357.00</u>
Detailed Design Recommendations for footings and permeable parking	\$ <u>700.00</u>
Total Lump Sum Fee	\$ <u>5,697.00</u>

See Attached Sheet for Soil Boring Location information.

#### **SUBMITTED BY:**

Testing Engineers & Consultants, Inc.  
Firm Name

1343 Rochester Road, Troy, MI 48083  
Address

  
Authorized Signature

Vice President, Geotechnical                      (248) 588-6200  
Title      & Environmental Services                      Phone

October 20, 2011  
Date

October 21, 2011

**Mr. Arthur Serafinski**  
Ypsilanti Township  
2525 E. Clark Road  
Ypsilanti, MI 48198

**RE: Lakeside Park Topographic Survey Services RFP Responses**



Mr. Serafinski,

BRI issued the attached request for proposals for a site survey for Lakeside Park. We have received seven proposals and recommend that the Township award the contract to Midwestern Consulting, Inc (MCI) as they were the low bidder at \$7,850. MCI visited the site prior to submitting a proposal, confirmed use of total station equipment (required due to woodland canopy cover), and confirmed ability to meet BRI's required November 30, 2011 completion date. BRI has had favorable experience with MCI on past projects and finds it to have very reasonable fees. The second lowest bidder was Arbor Land Consultants, Inc. at \$9,400.

The survey will be utilized in developing construction documents for the first phase of construction.

If this meets with the Township's approval, a Professional Services Agreement from MCI is attached for the Township's authorization. In order to meet the November 30, 2011 completion date, it is important that MCI be authorized to proceed as soon as possible.

Please let us know if any additional information would be helpful.

Thank you,

Brian D. Barrick, LLA  
Senior Landscape Architect

encl. Bid Summary Spreadsheet  
Copy of Proposals Received  
Copy of RFP

**Beckett & Raeder, Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103

734 **663.2622** ph  
734 **663.6759** fx

[www.bria2.com](http://www.bria2.com)

Petoskey Office  
616 Petoskey St., Suite 100  
Petoskey, MI 49770

231.347.2523 ph  
231.347.2524 fx

Traverse City Office  
921 West 11th St., Suite 2E  
Traverse City, MI 49684

231.933.8400 ph  
231.944.1709 fx

Toledo, Ohio  
419.242.3428 ph



# Summary of Topographical Survey Proposals Received

## Lakeside Park

Ypsilanti Township, MI

October 21, 2011

### **INVITED FIRMS**

Arbor Land Consultants, Inc.

Kem Tec & Associates

Midwestern Consulting, Inc.

Stantec, Inc.

Washtenaw Engineering

### **PROPOSALS RECEIVED**

*Total*

*Notes*

Arbor Land Consultants, Inc.

\$ 9,400.00

Visited site; confirmed use of total station equipment; 11/30 completion.

**Midwestern Consulting, Inc.**

**\$ 7,850.00**

Visited site; confirmed use of total station equipment; 11/30 completion.

Washtenaw Engineering

\$ 22,900.00

### PROPOSAL FORM

#### LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

**PROFESSIONAL FEE**

Lump Sum Fee \$ 9400<sup>00</sup>

Hard copy and discs will be provided to BRI by November 30, 2011. Preference may be given to surveyor who can complete the work prior to this date. Please indicate date by which work can be completed (weather dependent), with authorization to proceed in early November 2011.

Nov 30<sup>th</sup> 2011

Type of software being utilized: AUTOCAD CIVIL 3D LAND DESKTOP

**SUBMITTED BY:**

ARBOR LAND CONSULTANTS, INC  
Firm Name

2936 MADRONO, ANN ARBOR, MI 48103  
Address

Paul Schumann  
Authorized Signature

PRESIDENT                      734-669-2960  
Title    Phone

10/20/2011  
Date

AS DISCUSSED, THIS SITE OFFERS NUMEROUS CHALLENGES.

Paul

**PROPOSAL FORM**

**LAKESIDE PARK IMPROVEMENTS  
Ypsilanti Township, Michigan**

**PROFESSIONAL FEE**

Lump Sum Fee \$ 7,850<sup>00</sup>

Hard copy and discs will be provided to BRI by November 30, 2011. Preference may be given to surveyor who can complete the work prior to this date. Please indicate date by which work can be completed (weather dependent), with authorization to proceed in early November 2011.

11/30/11

Type of software being utilized: AUTOCAD CIVIL 3D

**SUBMITTED BY:**

MIDWESTERN CONSULTING  
Firm Name

3815 PLAZA DR. ANN ARBOR MI 48108  
Address

  
Authorized Signature PATRICK L. HASTINGS

PRINCIPAL 734-995-0200  
Title Phone

10/21/11  
Date

**PROPOSAL FORM****LAKESIDE PARK IMPROVEMENTS  
Ypsilanti Township, Michigan****PROFESSIONAL FEE**Lump Sum Fee \$ 22,900.00

Hard copy and discs will be provided to BRI by November 30, 2011. Preference may be given to surveyor who can complete the work prior to this date. Please indicate date by which work can be completed (weather dependent), with authorization to proceed in early November 2011.

DECEMBER 7, 2011Type of software being utilized: LDD 2006**SUBMITTED BY:**WASHTENAW ENGINEERING COMPANY

Firm Name

3526 W. LIBERTY RD, SUITE 400, PO BOX 1128, ANN ARBOR, MI 48106-1128

Address



Authorized Signature THOMAS L. SUTHERLAND, P.S.

SURVEY MANAGER

Title

734-761-8800

Phone

10/20/11

Date

# **REQUEST FOR PROPOSAL**

## **LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan**

Beckett & Raeder, Inc. is soliciting a professional fee proposal to perform an architectural site survey for the Lakeside Park Improvement Project located on the north side of Textile Road between Bridge Road and Huron River Drive in Ypsilanti Township, Michigan.

*The purpose of the topographical survey is to provide complete and accurate information necessary to construct site improvements for the Lakeside Park redevelopment.*

The survey shall be performed in conformance with the attached Survey Specifications and map prepared by the Township's consultant Beckett & Raeder, Inc. The surveyor shall also be responsible for reviewing Ypsilanti Township's Site Plan and engineering requirements and providing a product meeting all the applicable requirements.

Preference will be given to firms that generate surveys with AutoCAD Civil/Civil 3D software.

Questions regarding the Survey Specifications can be addressed to Mr. Brian Barrick at Beckett & Raeder, Inc. (734.663.2622).

Professional Fee Proposals shall be submitted no later than:

**Friday, October 21, 2011 before 12:00 noon  
Beckett & Raeder, Inc.  
535 West William, Suite 101  
Ann Arbor, MI, 48103  
734-663-2622  
fax; 734-663-6759**

**Attn: Mr. Brian Barrick  
bbarrick@bria2.com**

**One signed copy of the proposal shall be submitted.  
Electronic copies of proposal will be accepted.**

Authorization to proceed is anticipated by early November 2011. All work outlined in this proposal shall be completed by the following date:

**11/30/2011**

Based on the tight response and completion schedule, please notify Mr. Brian Barrick, upon receipt of this RFP if you will be unable to respond. Preference may be given to the firm that can complete the survey quickly. The Township reserves the right to accept or reject all proposals.

Required product shall be transmitted via disc and three sealed reproducible hard copies to Beckett & Raeder, Inc.

# PROPOSAL FORM

## LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

### ***PROFESSIONAL FEE***

**Lump Sum Fee**      \$ \_\_\_\_\_

Hard copy and discs will be provided to BRI by November 30, 2011. Preference may be given to surveyor who can complete the work prior to this date. Please indicate date by which work can be completed (weather dependent), with authorization to proceed in early November 2011.

\_\_\_\_\_

Type of software being utilized: \_\_\_\_\_

### ***SUBMITTED BY:***

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date



# SURVEY SPECIFICATIONS

## LAKESIDE PARK IMPROVEMENTS Ypsilanti Township, Michigan

### A. Survey Specifications

- 1. Limits** - The limit of the survey shall be as indicated on the enclosed drawing. Surveyors shall visit the site prior to submitting their proposal to confirm the current site conditions. A legal description will be provided to the successful bidder by the owner.
- 2. Pickups** – Locate all physical surface objects, i.e., trees (8" and larger), waters edge, drainage ways entering and exiting the site, centerline of existing trails, shrubs, brush line limits, fences, utilities both above ground and underground, poles or pedestals (telephone, electric, street lighting), guy wires or poles, marker posts (telephone, electric, cable television, or fiber optics companies), concrete pads, or other encountered conditions. Note all surface materials such as lawn, gravel, bituminous, concrete, curbs, etc. Locate all trees, shrubs and planting beds. Provide sizes and type of trees in accordance with Ypsilanti Township ordinances.

Show location of all adjacent buildings, drives and parking areas within 100 feet of property line per township requirements and driveways along Textile Road within 250 feet of the site.

Beckett & Raeder, Inc. will determine and delineate wetlands on the site. The surveyor shall locate and document the delineated wetlands.

Surveyor is responsible for reviewing Ypsilanti Township site plan requirements and providing survey information consistent with the Township's requirements.

- 3. Elevations** - Spot elevations shall be provided to the nearest hundredth of a foot. Provide spot elevations on a 50' maximum grid across the area to be surveyed or more frequently as required to accurately document dramatic or detailed topographic features. Spot elevations shall be indicated at, but not limited to, the edge of walks and walk corners, curb elevations at top of curb and gutter, edge of pavement, edge of unimproved trail, edge of roadways, centerline of roadways, and change of surface materials. All high and low points and any additional point of grade change that help define the existing contour of land shall be picked up such as tops of banks, toes of slopes, top and bottom of ridges at edge of unimproved trails, and along drainage ways. Contours shall be provided at one foot contour intervals, and shall accurately depict the topography. The pond bottom shall include one foot contour intervals.

Spot elevations at intersections of streets with streets or driveways shall be gathered at the following locations:

1. Center of intersection at centerline of road and edge of road.
2. Point of curvature and midpoint of radius of all radii at top of curb, gutter, edge of metal, edge of pavement, outside of drive lane, curb/road tapers and road centerline as appropriate for the existing condition.

Spot elevations for Textile Road shall also include 25' intervals the center line of road, edge of roadway, top of adjacent bank along roadway edge, edges of shoulder (gravel), centerline of all drainageways, toes of slopes, tops of banks, and curb elevations if applicable.

The 100-year floodplain shall be indicated on plans including elevation.

4. **Horizontal Control** – The surveyor shall position the survey based on USGS Datum (NAVD 88) . A minimum of 2 USGS benchmarks shall be established within the survey limits. Survey shall also indicate established control points (benchmarks, traverse points, etc.) necessary for layout during the construction phase.
5. **Utilities** - All utilities (public and private) shall be located and inverts obtained where accessible. If utility structures are found full of debris, or can not be accessed, the surveyor shall immediately report this to the responsible utility authority. Every attempt possible shall be made to gain access to the utilities through the responsible utility authorities. If the responsible authority deems Utilities to be inaccessible, the utilities shall be shown on the survey from record information to be furnished by the responsible utility companies. Invert, rim elevations and line sizes shall be provided on a schedule, on the drawing.
6. **Easements** - The surveyor shall show all easements of record and R.O.W.'s for Textile Road and all side streets within the survey area. Note the purpose and owner of all easements. Surveyor is responsible for title search.
7. **Boundary** – Indicate on the survey, any corner markers / irons found in the field. Where property corners are not found, show property lines from township plat maps and so indicate on the drawings which are from plat maps and which are found markers / irons.

#### ***B. Drafting Requirements***

If the survey is not submitted in this format, it will be returned to the surveyor for corrections until it meets the requirements contained herein.

1. Utilize layering system as outlined in Attachment A. Additional layers may be used as required with layer names following the attached format.
2. All blocks shall be created on layer 0 so that when they are inserted, they take on properties of the current layer.
3. All contours shall be unbroken polylines with a z value. Contour numbers shall be placed on the high side of the contour and at the end of the contour line. *DO NOT BREAK THE CONTOUR LINE TO PLACE TEXT.* Lines other than contour lines shall not have a z value.
4. All line colors and linetypes shall be bylayer.
5. Linetype scale shall be set to 1/2 of final plot scale. (Example: If final plot scale will be 1" = 20.0', the linetype scale shall be 10.)
6. When drawing curbs or curb and gutters, they will be as follows: a straight curb section has two lines, which represent the face of curb and back of curb, with the back of curb being the controlling dimension. A curb and gutter section has three

lines which represent the back of curb, face of curb, and edge of gutter pan. NOTE: The face of curb is symbolic only and is not used for scaling purposes.

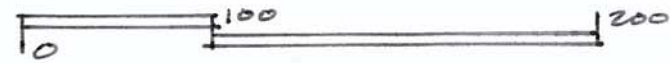
7. All plans will show dimensions for right-of-ways.
8. The deflection angles will be labeled at all points. This will be shown at survey line, point of intersection.
9. North arrow shall be provided.
10. The standard scale on drawings will be 1" = 40'. (If any change is made to the scale, please notify prior to drafting.)
11. The name, address and phone number of the surveyor shall be placed on the periphery of the drawing.
12. All benchmarks shall be located on the drawing and shall be listed as notes on the periphery of the drawing.
13. All work will be completed using AutoCAD release 2009 or compatible. Survey information to be provided on disc to Beckett & Raeder, Inc. in a .dwg format.
14. A computer printout and ASCII file of all data located will be furnished. Each data point will list its coordinate value, elevation and description.
15. If the survey is generated in Civil 3D, the Surveyor shall furnish all project files.

## Attachment A Layering Specifications

<u>Layer Name</u>	<u>Description</u>
E-BLDG	Existing buildings
E-BLDG-TX	Text pertaining to above - building names, notes, etc.
E-C	Existing non-major contour lines (1-4, 6-9)
E-C-FIVE	Existing major contour lines (5, 10, 15, etc.)
E-C-SPOT	Existing spot elevations
E-FL	Existing fence line
E-FL-TX	Text pertaining to above
E-FURN	Existing site furnishings (parking meters, regulatory signage, bollards, tree grates, etc.)
E-FURN-TX	Text pertaining to above
E-RD	Existing road edge (to be used when there is no curb)
E-RD-CL	Centerline of Existing Road
E-RD-CURB	Existing Curb or Curb & Gutter
E-RD-TX	Text pertaining to above
E-UCOMM	Existing communication line
E-UCOMM-STR	Existing communication line structure
E-UCOMM-TX	Existing communication line text
E-UELEC	Existing electrical line
E-UELEC-STR	Existing electrical line structure
E-UELEC-TX	Existing electrical line text
E-UGAS	Existing gas line
E-UGAS-STR	Existing gas line structure
E-UGAS-TX	Existing gas line text
E-USAN	Existing sanitary line
E-USAN-STR	Existing sanitary line structure
E-USAN-TX	Existing sanitary line text
E-USTM	Existing steam line
E-USTM-STR	Existing steam line structure
E-USTM-TX	Existing steam line text
E-USTR	Existing storm line
E-USTR-STR	Existing storm line structure
E-USTR-TX	Existing storm line text
E-UWM	Existing water line
E-UWM-STR	Existing water line structure
E-UWM-TX	Existing water line text
E-VEG	Existing vegetation (trees, shrubs, etc.)
E-VEG	Text pertaining to above
E-WALK	Existing walk
E-WALK-JT	Existing walk joints
E-WALK-TX	Text pertaining to above
E-WALK-UP	Existing unpaved paths
E-WATER	Existing water edge (ponds, lakes, wetlands, etc.)
S-BM	Benchmark information
S-BORE	Borings
S-CONTROL	Horizontal & Vertical Controls
S-PL	Property Line
S-PL-TX	Text pertaining to above
S-ROW	Existing ROW / Easement lines
S-ROW-TX	Text pertaining to above

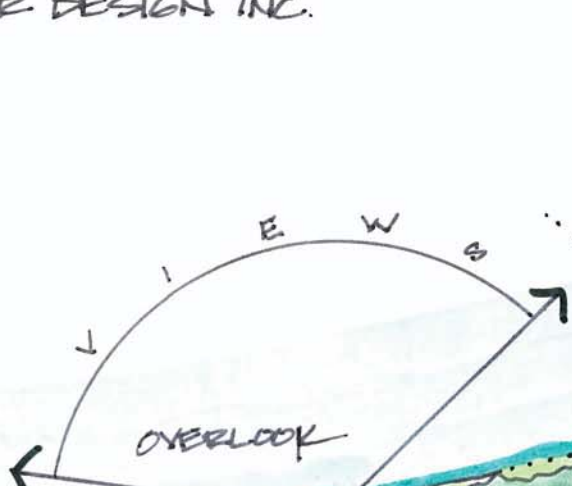
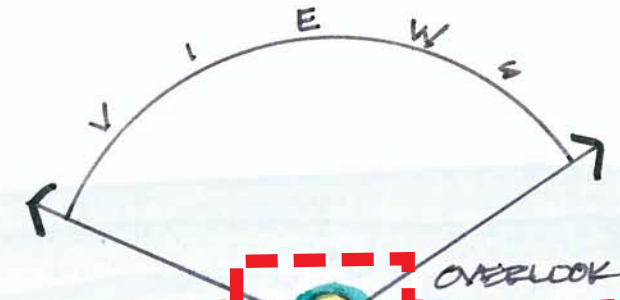


YPSILANTI TOWNSHIP  
LAKESIDE PARK IMPROVEMENTS  
BECKETT & RAEDER, INC. / COOPER DESIGN INC.  
FEBRUARY 26, 2010



Survey area subject to surveyor's review of  
Ypsilanti Township Site Plan requirements.  
Survey to extend 100' beyond edge of  
property.

FORD LAKE



WATERFRONT  
ACTIVITY

OVERLOOK

OVERLOOK

OUTDOOR  
CLASS-  
ROOM

INFORMAL  
FIELD  
200 x 110

EX. SHEDS / RE.

BOAT  
HOUSE

PICNIC

PLAY

EX. PEG.

EX. PLAY

PICNIC

COURT  
GAME

EX. PICNIC

15

18

12

13

TEXTILE







# MIDWESTERN CONSULTING

Civil, Environmental and Transportation Engineers  
Planners, Surveyors,  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
734.995.0200 Phone  
734.995.0599 Fax

7508 Me Cad Blvd, Ste. B  
Clarkston, Michigan 48348  
248.625.0934 Phone  
248.625.1013 Fax

### \*\*\*\* PROJECT AUTHORIZATION FORM \*\*\*\*

Charter Township of Ypsilanti  
Township Civic Center  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

Date: 10/21/11  
Project No.: \_\_\_\_\_

Attn: Art Serafinski  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e:mail: \_\_\_\_\_


PROJECT NAME: LAKESIDE PARK IMPROVEMENTS, YPSILANTI MI

#### DESCRIPTION OF SERVICES:

Provide surveying services as defined in the RFP titled Lakeside Park Improvements, Ypsilanti Township, Michigan sent via email from Brian Barrick of Beckett & Raeder, Inc. on October 18, 2011

FEE ARRANGEMENT: Lump Sum Fee: \$7,850.00

CONDITIONS: \_\_\_\_\_

PROJECT MANAGER:  Patrick L. Hastings  
[Signature of Project Manager] [Printed Name of Project Manager]

Client attests that he/she is authorized to sign this Agreement which includes the Terms and Conditions given below.

CLIENT ACCEPTANCE and GUARANTEE: I / We personally guarantee the obligations of the (Company) Client listed above.

\_\_\_\_\_  
( Legal Name of Client )  
\_\_\_\_\_  
( Guarantor Signature ) ( Date )  
\_\_\_\_\_  
( Printed Name of Guarantor )

**TERMS AND CONDITIONS**

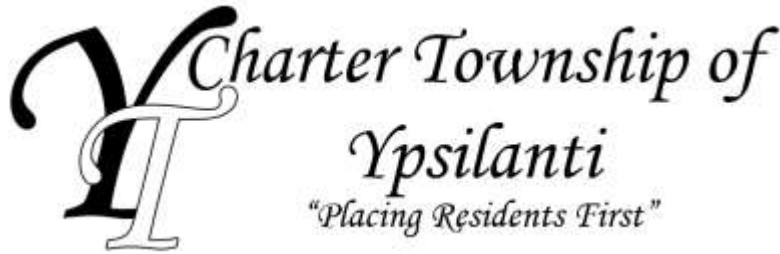
**Information Provided by Client:**  
The Client shall provide information relating to the Project that is available, and Midwestern Consulting LLC (MCLLC) shall be entitled to rely upon the accuracy and completeness of such information. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold MCLLC harmless from any claim, liability, or cost for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client.

**Fee Arrangement and Payments:**  
Client shall pay MCLLC at its current Standard Rates for Time and Materials, unless another billing basis is indicated. Invoices for the MCLLC's services shall be submitted, at MCLLC's option, either upon completion of such services or on a monthly basis and are payable within 30 days of the invoice date. If the invoice is not paid within 30 days, MCLLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. If the Client objects to any portion of an invoice, the Client shall notify MCLLC, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. Retainers shall be credited on the final invoice.

**Late Payments:**  
Accounts unpaid 60 days after invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

**Indemnification:**  
The Client shall indemnify and hold harmless MCLLC and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney fees) arising out of, or resulting from, the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the MCLLC), or anyone for whose acts any of them may be liable. MCLLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, MCLLC's negligence, errors, omissions, strict liability, or breach of contract.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
SCOTT MARTIN



**Green Commission**

1775 E. Clark Road  
Ypsilanti, MI 48197  
Phone: (734) 485-0881  
Fax: (734) 485-1992  
[www.ytown.org](http://www.ytown.org)

October 25, 2011

Karen Lovejoy Roe  
Ypsilanti Township Clerk  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

Re: **Green Oaks Golf Course**  
**Golf Cart Lease Bids**

Dear Karen:

At the October 24, 2011 Regular Meeting, the Ypsilanti Township Greens Commission approved seeking sealed bids for leasing 55 golf carts. The Commission would like to obtain bids for a 3-year, 4-year and 5-year lease for both gas and electric carts. The current lease is due to expire at the end of the 2011 golfing season.

In an effort to avoid delays and have the carts available for the start of the 2012 season, it is the wish of the Greens Commission for the three full-time administrators, with the assistance of Leon Jackson to select the most qualified bidder once the bids have been received.

Please add this request to the next Ypsilanti Township Board agenda for consideration by the Board.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ambrose Wilbanks', is written over a faint, illegible typed name.

Ambrose Wilbanks  
Chair

nkW

Cc: Greens Commissioners  
File