

# **CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES**

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**JEAN HALL CURRIE**

**STAN ELDRIDGE**

**MIKE MARTIN**

**SCOTT MARTIN**

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**May 13, 2013**

**Work Session – 5:00 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**  
**MONDAY, MAY 13, 2013**

***5:00 P.M.***

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

1. REVIEW AGENDA
2. OTHER DISCUSSION

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE  
TRUSTEES: JEAN HALL CURRIE • STAN ELDRIDGE • MIKE MARTIN • SCOTT MARTIN

## **REGULAR MEETING AGENDA (revised)**

**MONDAY, MAY 13, 2013**

**7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
  - A. MINUTES OF THE APRIL 22, 2013 WORK SESSION AND REGULAR MEETING AND APRIL 26, 2013 SPECIAL MEETING
  - B. STATEMENTS AND CHECKS
5. SUPERVISOR REPORT
  - A. PROCLAMATIONS FOR "MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK AND CHEMICAL AWARENESS WEEK"
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. BUDGET AMENDMENT #8
2. REQUEST OF THE YPSILANTI TOWNSHIP PARK COMMISSION TO PURCHASE SIGN TO COMMEMORATE "JAN HALE PLAYGROUND ADVENTURES", NOT TO EXCEED \$4,000, BUDGETED IN LINE ITEM #212.970.000.975.794
3. AUTHORIZATION FOR SUPERVISOR AND CLERK TO EXECUTE ALL DOCUMENTS REQUIRED BY HUD FOR TOWNSHIP PARTICIPATION IN HUD "FIRST LOOK PROGRAM" THAT WOULD ALLOW THE TOWNSHIP TO ACQUIRE FORECLOSED PROPERTIES DIRECTLY FROM HUD FOR RESALE TO HABITAT FOR HUMANITY AND TO AUTHORIZE NEGOTIATING A CONTRACT WITH HABITAT FOR PURCHASE OF HUD OWNED PROPERTIES

4. RESOLUTION NO. 2013-14, ECONOMIC VITALITY INCENTIVE PROGRAM (EVIP) PART 3 AND EMPLOYEE COMPENSATION PLAN
5. RESOLUTION NO. 2013-15, AUTHORIZING PURCHASE OF 953 E. MICHIGAN AVENUE FOR A PUBLIC PURPOSE UNDER "RIGHT OF FIRST REFUSAL", NOT TO EXCEED \$47,110, BUDGETED IN LINE ITEM #101.950.000.969.011
6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE GRANT BETWEEN THE MICHIGAN LAND BANK FAST TRACK AUTHORITY AND THE CHARTER TOWNSHIP OF YPSILANTI FOR THE DEMOLITION OF LIBERTY SQUARE IN THE AMOUNT OF \$653,840.00 AND TO AUTHORIZE SIGNING OF THE CONTRACT

## **OTHER BUSINESS**

### **AUTHORIZATIONS & BIDS**

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT LOW BID FROM LUTZ ROOFING COMPANY, INC. FOR THE 14-B DISTRICT COURT ROOF REPLACEMENT IN THE AMOUNT OF \$269,420.00, BUDGETED IN LINE ITEM #101.970.000.971.003
2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT PROPOSAL FROM CARDNO/JFNEW FOR DESIGN SOLUTION OF NORTH HYDRO SHORELINE EROSION PROJECT IN THE AMOUNT OF \$76,988 BUDGETED IN LINE ITEM #212.970.000.975.795
3. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE LOW BID FROM DORE & ASSOCIATES CONTRACTING, INC. FOR THE DEMOLITION OF LIBERTY SQUARE IN THE AMOUNT OF \$653,840.00, BUDGETED IN LINE ITEM #101.950.000.969.013 AND TO AUTHORIZE SIGNING OF THE AGREEMENT
4. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO AWARD BIDS AS FOLLOWS FOR LAKESIDE PARK IMPROVEMENT PROJECT, PENDING MDNR APPROVAL, TO BE PAID WITH COMBINED FUNDS FROM MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) GRANT, EMU, SALINE ROWING TEAM, AND WASHTENAW COUNTY PARKS AND RECREATION, BUDGETED IN FUND 212:
  - A. AWARD LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-05) TO LOW BIDDER, CEDRONI ASSOCIATES, INC. IN THE AMOUNT OF \$562,000
  - B. AWARD GEOTECHNICAL MATERIALS TESTING SERVICES TO LOW BIDDER, PROFESSIONAL SERVICE INDUSTRIES, INC. FOR LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-055) IN THE AMOUNT OF \$7,080
  - C. AWARD BOATHOUSE PORTION OF LAKESIDE PARK IMPROVEMENT PROJECT (MNRTF 10-05) TO LOW BIDDER, CONTRACTING RESOURCES IN THE AMOUNT OF \$320,000

# PUBLIC COMMENTS

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 22, 2013 WORK SESSION**

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 5:10 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 Stan Eldridge, Jean Hall Currie, and Mike Martin

**Members Absent:** Trustee Scott Martin

**Legal Counsel:** None

**1. YANKEE AIR MUSEUM PRESENTATION (see attached) – DENNIS NORTON**

Dennis Norton, founder of the Yankee Air Museum in 1981 and current President of the Michigan Aerospace Foundation, the sister organization of the museum. He introduced Ray Hunter, Chairman of the Board of the Yankee Air Museum (YAM), Mike Montgomery, fundraising consultant and Simon Baisley, Board of the Michigan Aerospace Foundation. He thanked Mark Perry, Township Economic Development Consultant and Bruce Rasher from RACER Trust for their assistance with the YAM presentation.

Mr. Norton explained their current location was on the east side of Willow Run Airport, in Van Buren Township. He explained work on the museum had been underway for over thirty-two years but the original building was lost to a fire a number of years ago. He shared that YAM had struggled to reconstruct the building and now YAM had two buildings to use in Van Buren Township. He explained YAM could not expand at the current location and the Willow Run GM Bomber Plant site would be a great new location for YAM.

Mr. Norton said he began discussions a couple of years ago with Elliot Laws and Bruce Rasher from Racer Trust on the possibility of Yankee Air Museum acquiring a small section of the old Bomber Plant to restore and preserve the history of the Bomber Plant, the workers and the community.

Mr. Norton reviewed the YAM slide presentation regarding the proposed new location. He explained one of the slides was a historic photo of the Bomber Plant from 1943 depicting the area YAM wanted to preserve.



**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 2**

Mr. Norton explained the remaining slides depicting two concepts that YAM was considering. He stated the cost for redeveloping the Bomber Plant would be 50% less than new construction for the same square footage for a new museum.

Additionally, after talking to Mary Kerr of the Ann Arbor Convention and Visitor Bureau, Mr. Norton said he felt they could build a convention center and meeting room facilities to host 1,000 guests at the site, making the future YAM Convention Center Complex on the Willow Run GM Bomber Plant site the largest such facility in Washtenaw County.

Mr. Norton said they had signed a Letter of Intent with RACER, and the next step was to work on a Development Agreement with the Township. He explained they were working against an August 1, 2013 deadline.

Mr. Norton provided copies of the DVD, "The Story of Willow Run" and said it was a fascinating movie produced in 1945 by Ford Motor Company showing the building of the Bomber Plant and the manufacturing of the B-24 bomber planes. He reported PBS had broadcast it over the last few months.

Mark Perry, Economic Development Consultant introduced two key individuals supporting the YAM project team, Bill Kinley and Bryce Kelly.

Supervisor Stumbo said it was going to take a team effort for YAM to move forward and she stated she was very thankful that RACER was in support of YAM. She also said it was a great opportunity for economic development, tourism and for preservation of a part of the history of Ypsilanti Township and the United States. She offered Ypsilanti Township's help to do whatever was needed to make the new Yankee Air Museum a reality.

Mr. Norton said there were roughly 8,700 B-24s built at Willow Run during World War II, one every 55 minutes. He said that today there were only four known B-24s built at Willow Run remaining in the world. He stated that only one of the four was in the United States at an air base in Louisiana. He explained the Yankee Air Museum was a Smithsonian affiliate and then asked Ray Hunter to come to the microphone.

Ray Hunter, Chairman of the YAM Board, explained he had gone to a meeting of air museum directors and administrators in Dayton, Ohio where he was asked if YAM would like to have a Ford built the B-24 at their museum. Mr. Hunter stated he was confident that with a proper facility YAM would be able to have the B-24 in Louisiana relocated here in Ypsilanti Township where it was originally built.

Mr. Norton estimated financing needs for the YAM project to between \$8,000,000 and \$6,000,000. He shared that YAM was working with U.S. Congressman John Dingell and U.S. Senator Carl Levin. He asked for help in identifying others that would support the project and enable YAM to preserve a part of the "Arsenal of Democracy".

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 3**

Bruce Rasher, redevelopment manager for RACER, said the Trust was formed in March of 2011 out of the bankruptcy of former General Motors. He stated the mission of the Trust was to help the communities impacted by the closing of GM facilities, through undertaking safe and environmental cleanups and working closely with communities to find new buyers that would make investments and create jobs. He shared RACER had been working very closely with Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe and was very pleased to attend the board meeting and share remarks regarding the Yankee Air Museum. Mr. Rasher explained the Trust's job was to find capable buyers and that the last thing RACER wanted to do was sell one of these facilities, which were important assets to the community, to a buyer who promised one thing and did not follow through. As part of that commitment, the RACER Trust required buyers that wanted to reuse the GM buildings to demonstrate an understanding of the cost involved to renovate, the requirements to bring the buildings up to code and finally, to be able to demonstrate the financial capacity to accomplish all those things. He said the Trust believed the Yankee Air Museum had gone through all the steps required to evaluate the building and the costs. He said YAM had engaged competent and experienced architects, engineers, and RACER had provided YAM with access to the buildings and they had conducted the necessary studies. They had reviewed the cost estimates with them. He said the RACER Trust was supporting this very important initiative because they had met certain criteria.

**2. AUGUST 2013 MILLAGE ELECTION RECOMMENDATION**

Treasurer Doe stated the Millage Committee met on several occasions to review the 35.5% loss of taxable value in Ypsilanti Township and the impact of the resulting revenue losses on all the millages and operations. He said Ypsilanti Township had lost approximately \$ 6.5 million in revenues from 2007 to 2012. Treasurer Doe shared the Millage Committee was recommending a combined 1.75 millage increase for Police, Fire and Environmental Services. He shared that the materials distributed in the board packets reviewing the projections for all funds did not include any capital improvements. He also indicated the committee worked to make a recommendation to the board with the smallest possible millage increase in view of the tremendous loss of revenues. He said the recommendation would result in fund balances of 15% of expenditures or slightly more. He explained that a 15% fund balance in all funds was necessary to maintain Ypsilanti Township's AA rating with Standard & Poor's.

Trustee Mike Martin said that through the review and millage process the committee looked at different options and millage levels. He indicated the committee's recommendation was based upon an assumption that the taxable values had hopefully bottomed out and the reductions in revenue would end. Trustee agreed with Treasurer Doe that no one liked to raise a millage unnecessarily.

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 4**

Trustee Stan Eldridge said that no committee members enjoyed requesting a millage increase but it was necessary to keep Ypsilanti Township stable. He also stated the millage request represented bare bones expenditures hoping the residents would support the millage proposals. Trustee Eldridge and Treasurer Doe thanked Javonna Neel, Accounting Director for her work on the committee.

Javonna Neel, Accounting Director said the committee had done a lot of work forecasting, making conservative assumptions and projections that did not include wage increases or capital improvements. She said they felt comfortable with recommending the 1.75 millage increase.

Treasurer Doe said the more we can save the better off we are going to be when we get out to 2017, and stated that we must continue to figure out how to do things more cost effectively.

Supervisor Stumbo said the financial information was in the packet, the backup, the forecasting numbers as well as a memo explaining how many millions of dollars we had lost due to the decrease in taxable value of township properties. She explained the township had cut thirty-one positions through attrition and eight firefighters had retired and the township had not filled those positions. She also said that eleven police officers had been reduced and the township had cut salaries and health care costs. She added the township had lost a lot of revenues due to the loss of taxable value and yet continued to provide excellent services such as brush pick-up, yard waste, recycling and the police had done an outstanding job. She said Ypsilanti Township was at a point where the loss of revenues cannot be substantiated by further cuts and explained the township must continue pursuing economic development, which was the key to expanding the tax base. She stated economic development would take at least one to two years for new businesses to make a difference in the taxes collected. She stated it was necessary to ask the residents if they would be willing to support increasing the millage rates to provide the services that we have now. She stated that even with the millage increases most residents would not pay as much in taxes as they did in 2007.

Clerk Lovejoy Roe shared that if the millages all passed, the total amount of taxes paid by most Township property owners would still be substantially below the total taxes paid in 2007 or 2008, before the taxable values began to drop. She reported the overall taxable value in Ypsilanti Township was reduced by 35.5%. She said that the reduction in taxable values had required the adjustment in the millage rates for the upcoming millage election. Clerk Lovejoy Roe expressed caution regarding the proposed millage rates. She said that even if the millages were all passed that it would take most of the fund balances in the millage funds to provide services over the next four years. She said it was very rare for the Township to utilize fund balances for operations and it was mandatory to remain vigilant in finding ways to reduce costs and increase revenues to continue to provide services to Township residents.

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 5**

Supervisor Stumbo stated the Township would do a mailing educating and informing residents regarding the ballot language. She said the Township would not ask for this if was not necessary.

**3. REVIEW PORTABLE BASKET BALL DEVICE ORDINANCE  
ADMINISTRATIVE POLICY & PROCEDURE FOR ENFORCEMENT**

Supervisor Stumbo explained the ordinance was the result of a discussion with the Washtenaw County Sheriff's Department regarding basketball hoops in the road and their lack of ability to enforce removal. Angela King, Township Attorney had drafted the ordinance and Mike Radzik, OCS Director had drafted the enforcement policy.

Mr. Radzik said the goal was voluntary compliance but when necessary, the Township would take the least invasive method of enforcement. He explained that enforcement would be complaint generated and every effort would be made to identify the owner. Mr. Radzik stated the basketball hoop would be tagged with a specialized placard stating required removal within 24 hours. He further stated if the basketball hoop were not removed from the road right-of-way within 24 hours, it would be confiscated and retained for no less than 30 days. If retrieved, there would be a \$50 fee and a citation would be issued. Any unclaimed items would be disposed after 30 days. Mr. Radzik said the plan was to have Residential Services pick up the basketball hoops in violation but there may be a need to contract with an outside company that had the ability to respond immediately. He explained that municipal civil infractions ranged between \$100 and \$500. Mr. Radzik said immediate action would be taken with repeat offenders. He asked if the Board would like him to investigate hiring a local company.

**REVIEW AGENDA**

The Board of Trustees reviewed the agenda as follows:

**TRUSTEE REPORT**

Trustee Eldridge, at Trustee Scott Martin's request, read at letter from the Washtenaw County Road Commission into the record regarding the Whittaker Road issue where several fatalities had occurred (see attached).

- **NEIGHBORHOOD VIDEO CAMERAS**

Trustee Eldridge stated he and Jeff Allen, RSD Director were directed by the Board to research neighborhood video cameras. He said Mr. Allen had obtained some rough cost numbers and this was not a cheap project. Trustee Eldridge

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 6**

said there would need to be a lot more discussion on how to proceed and who would be responsible for the cost of installing and annual maintenance. He provided a very rough estimate of \$11,000 for one camera, with an additional annual maintenance cost of approximately \$2,000. He further provided a breakdown of the cost. Trustee Eldridge questioned if the Board wanted to approach Neighborhood Watch Groups about a special assessment or did the Board want the Township to fund the project. He said based on the earlier millage discussion, he was not sure the Township could fund the project.

Supervisor Stumbo stated she would like to see a more enhanced camera system for the safety and security of the Township residents. She said she had also discussions with the Sheriff's Department regarding the cameras on traffic lights.

Trustee Eldridge explained he was aware that a lot of residents would like to have the cameras but the question of funding would need to be decided. He stressed there was great value in a camera system.

Arloa Kaiser, Township Resident agreed it would be nice to have the cameras but felt the Township's money should be reserved in case of an emergency.

Supervisor Stumbo explained there may be the possibility of obtaining a grant but before it could be presented to Neighborhood Watch Groups, it would be necessary to have the cost.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #6**

Clerk Lovejoy Roe reviewed the budget amendment.

**2. APPOINTMENT OF JASON IACOANGELI TO THE ZONING BOARD OF APPEALS WITH TERM ENDING DECEMBER 13, 2013**

Supervisor Stumbo explained that Roberta Schrock a long time member of the Zoning Board of Appeals had passed away and, if approved, Mr. Iacoangeli would be the new appointment.

**3. REQUEST OF LARRY DOE, TREASURER FOR AUTHORIZATION TO PAY OFF US BANK GENERAL OBLIGATION LIMITED TAX CAPITAL IMPROVEMENT BOND SERIES 2005A TAX EXEMPT DTD 2-17-2005 PRIOR TO JUNE 1, 2013, IN THE AMOUNT OF \$261,647.50, BUDGETED IN LINE ITEM #396.000.000697.000**

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 7**

Treasurer Doe explained that paying the bond off early would save the Township \$32,382.50.

**4. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO FILL  
VACANT BUILDING ATTENDANT POSITIONS**

Supervisor Stumbo stated the vacancies were existing part-time positions at the Community Center.

Art Serafinski, Recreation Director said the request was the fill vacancies, would provide coverage for all hours of operation at the Community Center. He indicated he would like to keep three part-time building attendants.

**5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AND FILL  
PART-TIME ORDINANCE ENFORCEMENT ASSISTANT POSITION**

Mike Radzik explained this was a new position in the framework of the Teamster's Labor Agreement. He said he had asked Bill Elling, President of the Teamster's Local to be here to answer any questions the Board might have. He said Human Resources had worked with Bill Elling and the Teamsters' have preliminarily agreed to the creation of this position. He said the request was to create a part-time, up to 24 hours a week, Ordinance Enforcement Assistant position. He said this would help the Office of Community Standards expedite the number of rental inspections and provide the ability to handle more ordinance complaints. He indicated the position was funded strictly through revenue generated by the rental inspection program.

Supervisor Stumbo asked if the plan was to fill this position with the trained and experienced person that was currently in the full time position and Mr. Radzik agreed.

**6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AND FILL  
WEB CONTENT & DESIGN MANAGER POSITION**

Supervisor Stumbo stated this item was discussed at the last Work Session and was on the agenda again to answer questions raised by the Board.

Trustee Eldridge expressed his concern that a new and attractive website would not necessarily draw new business to the Township. He wanted reassurance that there would be value to the Township by the creation of a new position. Trustee Eldridge questioned how the Township would know that a more attractive website had attracted new business.

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 8**

Supervisor Stumbo stated the position was encouraged by the Economic Development Consultant to attract new business but that was not the only purpose. She further stated the website would help residents conduct business with the Township. Supervisor Stumbo said the website was currently controlled by Washtenaw County and this would provide the Township total control over all aspects of the site.

Clerk Lovejoy Roe said the new website would have the ability to measure the use of online services such as, FOIA requests, building permits and dog licenses. She said residents want to be able to conduct business with the Township online.

Mike Radzik, OCS Director provided in-depth description of the position. He further explained there were several ways to analysis how the website was viewed. Mr. Radzik added the website could also benefit Human Recourse by providing employee services through an internal portal that is currently done manually.

Trustee Eldridge questioned is the position would require 40-hours a week once the new design was complete and if there had been any discussion about making it a consultant position versus a union position.

Karen Wallin, Human Resource stated the intent was to hire the person that had worked on the website development for the past seven months. She explained she was hired part-time through Manpower and had done an excellent job. Ms. Wallin said other options were discussed and it was decided an internal position would best suit the needs of the Township.

Mr. Radzik explained the position would have a great deal of responsibility and would require a reliable, trusted and confidential employee. He further explained the person would answer directly to him.

**7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO FILL FULL-TIME FLOATER/CLERK III POSITION IN THE OCS DEPARTMENT**

Mike Radzik, OCS Director provided a brief summary of the position. He explained the employee currently in the position had posted on another position, creating a vacancy in his department. Mr. Radzik said the position was funded in the Planning budget but would also service Ordinance/Rental Inspection.

Clerk Lovejoy Roe said the posting may also create a vacancy in another department and asked the Board to allow Human Resource to post any positions that may be created as a result and to post externally if necessary.

Trustee Eldridge stated that Karen Wallin did not know he was going to discuss the Human Resource Department, so he apologized in advance for putting her

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 9**

on the spot. He said he felt a part-time or contract position was needed in the Human Resource Department. Trustee Eldridge said the Township was getting ready to make a major healthcare change and he did not know how one person could handle all the Human Resource needs. He asked if there were other employees that could help. Trustee Eldridge stated he was not opposed to filling the OCS position but he felt they need to get some help in the Human Resource Department. He said the Township was filling all the other position but they were asking one person to oversee all the Township benefit programs and all the EAP issues.

Treasurer Doe agreed with Trustee Eldridge but stated there was a need to fill the current vacant position.

Trustee Eldridge reiterated that he did not object to filling the position but stressed that the Board needed to discuss providing help to the Human Resource Department.

**OTHER BUSINESS**

Treasurer Doe said that a few meetings ago he had mentioned about recognizing past officials, residents and employees that contributed to Ypsilanti Township. Treasurer Doe asked for direction regarding whether a committee should be established to review future community recognitions. The board informally agreed that Treasurer Doe could chair such a committee for the board.

Supervisor Stumbo reported Leon Jackson was officially retiring. He “retired” three years ago but had continued to work seasonally and that April 26, 2013 would be his last day working for the township. She said Mr. Jackson had a lot of history in the township and had been an icon at the Green Oaks Golf Course for forty-one years. She shared that she wanted to give him a special recognition and had asked permission to have a get together for him but he did not want that. She said his service to Ypsilanti Township and Green Oaks Golf Course and our residents had been perfect and that he was one of the best public servants she had ever met in her entire life.

Supervisor Stumbo briefly reported on the Washtenaw County Road Commission meeting with Township residents on Thursday, April 18, 2013 regarding the proposed road diet on Michigan Avenue. She said Trustee Hall Currie had attended the meeting with about ten residents and they were not supportive of the project. Supervisor Stumbo said she asked for more information from the Road Commission regarding the proposal. She shared that the Washtenaw County Road Commission had done a five year study, from 2006 – 2010 and found there were 135 crashes, mostly having to do with left hand turns.



**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 WORK SESSION MINUTES  
PAGE 10**

She said the purpose of the proposed road diet, going from four lanes to three with a center turn lane was for safety and the Road Commission had received funds to change the lanes on Michigan Ave.

**ADJOURNMENT**

The meeting adjourned at approximately 6:48 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

*Presented by Stan  
From Scott  
at 4/22/13  
80 mi/h*

-----Original Message-----  
From: Townsend, Roy [mailto:townsendr@wroads.org]  
Sent: Monday, April 15, 2013 7:45 AM  
To: Scott D. Martin  
Subject: FW: Whittaker Road

Scott,  
  
Doug let me know I sent this to your old e-mail address.  
  
Sorry about that.  
  
Roy

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From: Townsend, Roy  
Sent: Thursday, April 11, 2013 10:49 AM  
To: Scott D. Martin (SMartin@twb.scio.mi.us)  
Cc: Fuller, Douglas  
Subject: Whittaker Road

Scott,  
  
As follow up to our conversation this morning on Whittaker Road. The Road Commission has met with the property owners and the grieving families regarding the tree removals, and the tree are scheduled to be removed next week.  
  
We are also going to do a safety audit of the roadway to review signs, pavement markings and other road features. At Whittaker and Merritt we do have federal funds programed for 2017 to do an intersection improvement project, which we are looking at constructing a roundabout, which was proposed 5 - 7 years ago by developers.  
  
If have other questions please give me a call (327-6662).

Roy  
  
Roy Townsend, P.E.  
Managing Director  
Washtenaw County Road Commission

April 22, 2013

## The *New* Yankee Air Museum:

A campus for historical, educational and community activities.

Spring 2013



MICHIGAN  
AEROSPACE  
FOUNDATION

## The New Yankee Air Museum

The Yankee Air Museum and the Michigan Aerospace Foundation are partnering with Ypsilanti Township, the RACER Trust and Wayne County Airport Authority to create a new campus home for the Museum on the WEST side of Willow Run Airport. While some details still await resolution, this project will:

- Preserve a portion of the historic Willow Run Bomber Plant that played such a critical role in winning World War II and developing this region.
- Provide an exciting first project to help stimulate new, future-oriented redevelopment at Willow Run.
- Reunite the Museum’s flyable historic aircraft with its ground-based exhibits and programs at a single site. Because the flyable aircraft and associated maintenance and restoration activities are our most compelling and educational exhibits, this will recreate the energy and excitement of the original (pre-2004, pre-fire) Yankee Air Museum.
- Support a broader Museum storyline including content on the role Willow Run played in changing the American workforce, initiating “just in time” manufacturing and shaping the economic and social development of this region.
- Build upon the Bomber Plant’s important role in the World War II “Arsenal of Democracy” story to create a place at which to recognize Michigan’s important continuing role in the aerospace industry and national defense.
- Add STEM – Science, Technology, Engineering and Mathematics – content to the visitor experience and educational offerings in order to inspire young people to pursue education and career opportunities in those fields.
- Create a compelling, large new venue for corporate, family and community events with capacity for 1,000 or more.
- Be “green” in the sense of a project that reuses existing buildings and infrastructure and does not add “hardscape” or otherwise worsen this region’s storm water runoff challenge.

This plan replaces the “Hangar Campaign” through which the Museum was to build a hangar for the flyable aircraft and “village” of smaller structures at its current location on the east side. That plan would have not only been substantially more expensive than the one outlined here but also more complex and would have taken longer to implement as it included extension of the airport’s AOA and the construction of additional public infrastructure in the areas of potable water, sanitary sewer and storm water handling through projects that (as of spring 2013) remain largely unfunded. NOTE: The Museum will seek a buyer or, failing that a tenant, for its current facility.

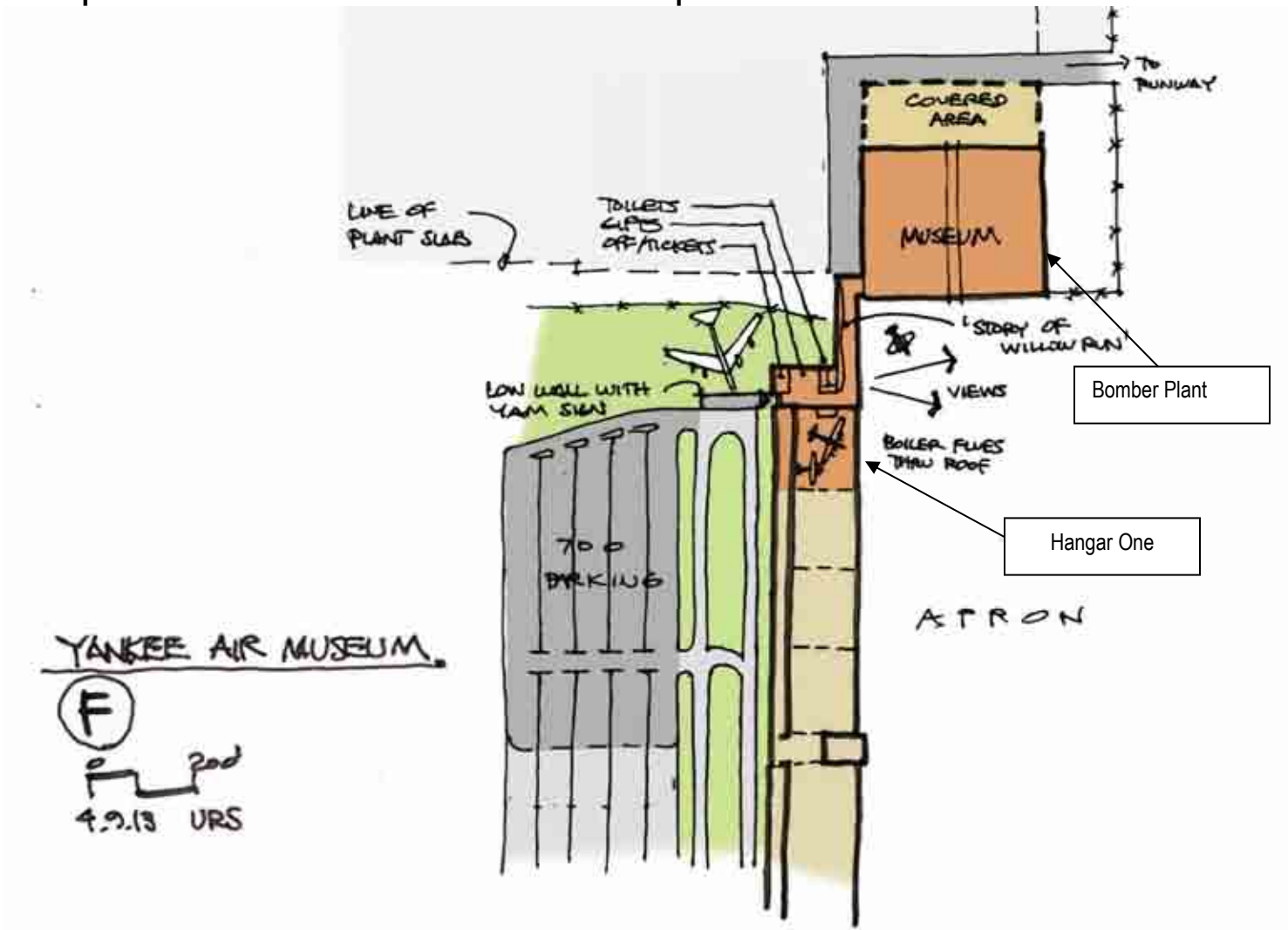


**The World Famous Willow Run Bomber Plant was the most visible piece of the “Arsenal of Democracy” which was Detroit during World War II.**

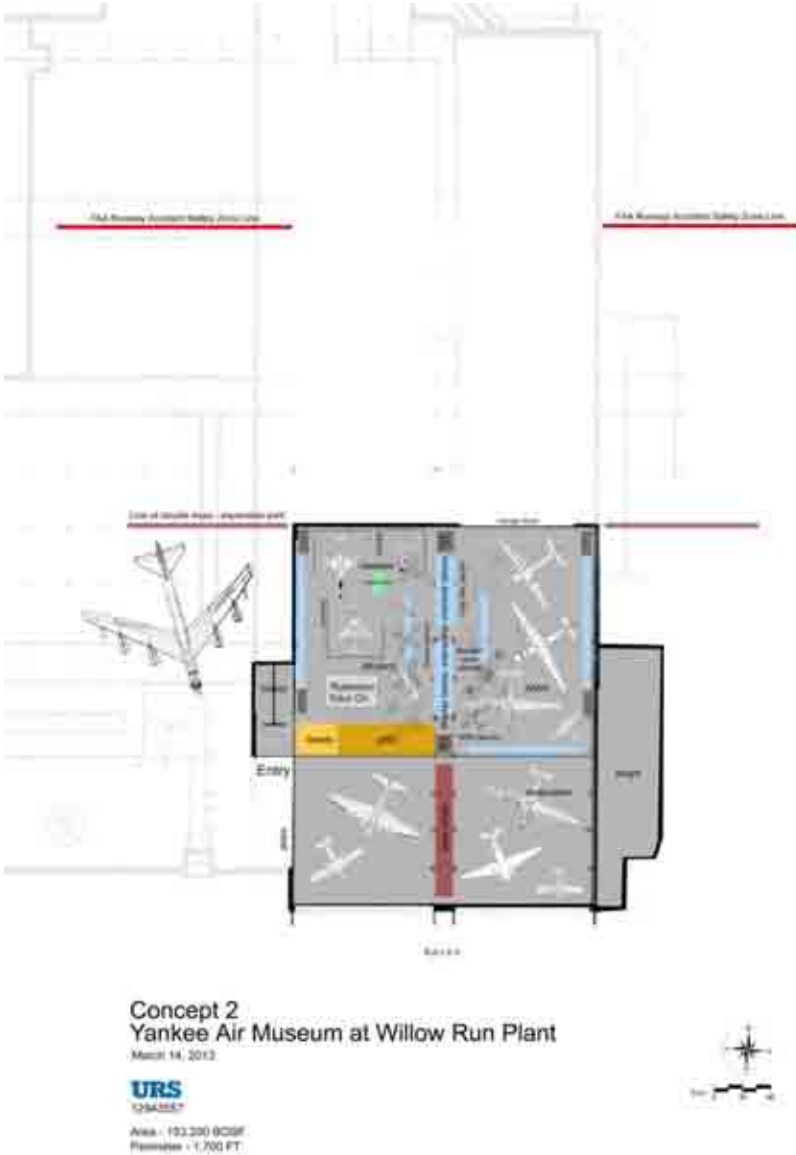
**One B-24 Bomber rolled out of these doors every 55 minutes, 24 hours a day, 7 days a week.**

**This is the piece of the old Bomber Plant that the Yankee Air Museum proposes to save and restore to its original condition.**

# Conceptual Plan – The New Yankee Air Museum Campus



The General Concept for the new museum showing both the greater site layout and a preliminary interior layout.



## **Current concepts are aimed at either a single or a multi-building configuration**

To create the new campus, the Yankee Air Museum will:

- Acquire a portion of the former Bomber Plant and site from the RACER Trust. This area will be developed to house the museum's primary exhibits and major programs. Space to be acquired in the former Bomber Plant will exceed the Museum's near term needs, providing room to grow and/or to house the flyable aircraft.
- An alternate concept would add a long term (30-year) lease for a portion of Hangar One and adjacent land with Willow Run Airport. This space would then house the flyable historic aircraft and Museum offices as well as provide a temporary home for some Museum programs and functions while the former Bomber Plant is being restored. In this concept the museum and other public areas would eventually be housed in the restored Bomber Plant, a new structure linking the Bomber Plant with Hangar One would be constructed giving them a common entrance and visitors a comfortable, all-weather path between the buildings and the flyable aircraft, the B-17, B-25 and C-47 would continue to be housed in Willow Run Airport's Hangar One.

**In either concept, the single building utilizing only the restored Bomber Plant, or the two building concept utilizing both the Bomber Plant and hangar space in Willow Run Airport's Hangar One, the Yankee Air Museum would be located entirely in Ypsilanti Township.**

## **Economic Impact**

Whether in one building or two, a new Yankee Air Museum would have a very significant economic impact for this region during both construction and subsequent operations. A preliminary economic impact analysis using conservative assumptions and methodology has estimated the on- and off-site (or "spin-off") economic impact of a new Yankee Air Museum as:

*Jobs* – 454 on- and off-site jobs from construction (the majority of these are likely to be in Michigan with 40% -- 182 -- or more in the local area). An additional 34 on- and off-site jobs (all local) could be supported from subsequent museum operations.

*Income* - \$18,186,000 during construction and a minimum of \$571,605/year thereafter from museum operations. (Note: A 5-year figure for income for local residents from museum operations would be \$2,858,025 before adjustment for inflation.)

*Total economic impact* - \$58,752,000 during construction and \$1,519,579/year from subsequent museum operations. (Note: The unadjusted 5-year estimate for economic impact from operations would be \$7,597,895.)



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 22, 2013 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited 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 and Mike Martin

**Members Absent:** Trustee Scott Martin

**Legal Counsel:** Wm. Douglas Winters and Angela King

**PUBLIC COMMENTS**

Donald Hazzard, Township Resident expressed his concerns that DTE/MichCon had been in his neighborhood trying to install digital readers on the Smart Meters without prior acknowledgment.

Supervisor Stumbo stated that DTE had not informed the Township about plans to install readers on the gas meters. She said the Township would make inquiries to the Public Service Commission.

**CONSENT AGENDA**

- A. MINUTES OF THE APRIL 8, 2013 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION**
- B. STATEMENTS AND CHECKS**
- C. MARCH 2013 TREASURER REPORT**

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

**ATTORNEY REPORT**

**A. SOUTH CONGRESS LAWSUIT**

Attorney Winters provided a brief update on the Circuit Court case involving illegal dumping at the S. Congress location.

**B. 2555 WASHTENAW**

Attorney Winters stated in response to a 911 call, the Washtenaw County Sheriff's Department (WCSD) witnessed an individual dumping gasoline into the storm drain at 2555 Washtenaw and immediately contacted the Township. He said administrative approval was received to seek legal action in Circuit Court to abate the environmental hazard, as well as multiple zoning and blight violations.

Mike Radzik, OCS Director said his office was able to trace that storm drain south to Northlawn Street. He stated samples collected by YCUA would be used as evidence in both the criminal and civil cases.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to formally authorize legal action in Washtenaw County Circuit Court to abate the environmental hazard and multiple zoning and blight violations for property located at 2555 Washtenaw Avenue. The motion carried unanimously.**

**C. WOOD CREEK APARTMENTS**

Attorney Winters explained the owner of the Wood Creek Apartments, which burned in July 2012 had received a substantial insurance settlement but had failed to make any repairs. The property owner had filed an appeal with the Construction Board of Appeals seeking a variance from the analysis done by Ron Fulton, Building Director, which was denied. He said would proceed with the lawsuit, as previously directed.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #6**

Clerk Lovejoy Roe read the budget amendment into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #6 (see attached). The motion carried unanimously.**

**2. 1<sup>ST</sup> READING RESOLUTION NO. 2013-13, PROPOSED ORDINANCE NO. 2013-428, AMENDING CHAPTER 58 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – BASKETBALL HOOPS**

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1<sup>st</sup> Reading of Resolution No. 2013-13, proposed Ordinance No. 2013-428, amending Chapter 58 of the Ypsilanti Charter Township Code of Ordinances – Basketball Hoops (see attached).**

Trustee Eldridge expressed his concern regarding the Township's liability if a basketball hoop was knowingly left in the road right-of-way.

Attorney Angela King replied that normally the basketball hoop was not left in the actual roadway but under the Motor Vehicle Code, law enforcement had a right to remove any obstruction in the roadway that presented a hazard to motorists.

Trustee Eldridge suggested contracting with a company that would pick up the basketball hoops once the 24-hour period had expired. He said the additional cost may also change the fee structure.

Mike Radzik, OCS Director explained the fee structure was part of the administrative policy, which could change, as needed.

**The motion carried as follows:**

**Eldridge: Yes S. Martin: Absent Hall Currie: Yes Stumbo: Yes  
Lovejoy Roe: Yes Doe: Yes M. Martin: Yes**

**3. APPOINTMENT OF JASON IACOANGELI TO THE ZONING BOARD OF APPEALS WITH TERM ENDING DECEMBER 13, 2013**

**CHARTER TOWNSHIP OF YPSILANTI  
APRIL 22, 2013 REGULAR MEETING MINUTES  
PAGE 3**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the appointment of Jason Iacoangeli to the Zoning Board of Appeals with the term ending December 13, 2013. The motion carried unanimously.**

- 4. REQUEST OF LARRY DOE, TREASURER FOR AUTHORIZATION TO PAY OFF US BANK GENERAL OBLIGATION LIMITED TAX CAPITAL IMPROVEMENT BOND SERIES 2005A TAX EXEMPT DTD 2-17-2005 PRIOR TO JUNE 1, 2013, IN THE AMOUNT OF \$261,647.50, BUDGETED IN LINE ITEM #396.000.000.697.000**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to pay off US Bank General Obligation Limited Tax Capital Improvement Bond Series 2005A Tax Exempt DTD 2-17-2005 prior to June 1, 2013, in the amount of \$261,647.50, budgeted in line item #396.000.000.697.000. The motion carried unanimously.**

Treasurer Doe explained that by paying off the bond the Township would save \$33,882.50.

- 5. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO FILL VACANT BUILDING ATTENDANT POSITIONS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the request of Art Serafinski, Recreation Director to fill vacant Building Attendant positions. The motion carried unanimously.**

- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AND FILL PART-TIME ORDINANCE ENFORCEMENT ASSISTANT POSITION**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve and fill part-time Ordinance Enforcement Assistant position. The motion carried unanimously.**

Supervisor Stumbo stated the position was funded through the Rental Program and the current full-time employee would assume the position as discussed in the Work Session.

- 7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AND FILL WEB CONTENT & DESIGN MANAGER POSITION**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve and fill Web Content & Design Manager Position. The motion carried unanimously.**

Supervisor Stumbo stated the position would be filled by the current part-time contract employee as discussed in the Work Session.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO FILL FULL-TIME FLOATER/CLERKIII POSITION IN THE OCS DEPARTMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to fill the Floater/Clerk Position in the OCS Department and to advertise externally if the posting was not signed. The motion carried unanimously.**

Supervisor Stumbo said the Board agreed to include advertising externally in the event that a Township employee did not sign the posting.

**9. RESOLUTION NO. 2013-9 FIRE PROTECTION, PREVENTION, RESCUE SERVICES AND EQUIPMENT RESERVES MILLAGE**

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2013-9 Fire Protection, Prevention, Rescue Services and Equipment Reserves Millage (see attached). The motion carried unanimously.**

**10. RESOLUTION NO. 2013-10 POLICE SERVICES MILLAGE**

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2013-10 Police Services Millage (see attached). The motion carried unanimously.**

**11. RESOLUTION NO. 2013-11 RECREATION, BIKE PATH, SIDEWALK, ROADS, PARKS, GENERAL OPERATIONS FUND MILLAGE**

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. 2013-11 Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund Millage (see attached). The motion carried unanimously.**

**12. RESOLUTION NO. 2013-12 GARBAGE, REFUSE COLLECTION, RECYCLING, COMPOSTING, DISPOSAL OF SOLID WASTE, ENERGY CONSERVATION, ALTERNATIVE ENERGY, WATER QUALITY AND ENVIRONMENTAL PROTECTION MILLAGE**

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. 2013-12 Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection (see attached). The motion carried unanimously.**

**ADJOURNMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to adjourn the meeting. The motion carried unanimously.**

The meeting adjourned at approximately 7:35 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## 2013 BUDGET AMENDMENT #6

April 22, 2013

### 101 - GENERAL OPERATIONS FUND

**Total Increase** \$300,370.84

Increase Computer Support Department for full time web content & design manager. The position is to begin May 1, 2013. The wages and fringes are prorated for 8 months. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$36,122.00
		Net Revenues	<u>\$36,122.00</u>
Expenditures:	Permanent Wages	101-266-000-706.000	26,401.34
	FICA	101-266-000-715.000	1,821.00
	MERS	101-266-000-876.000	3,094.00
	Health Care	101-266-000-719.000	2,584.00
	Health Care Deductible (annual est deductible)	101-266-000-719.020	4,250.00
	Dental	101-266-000-719.015	278.00
	Life/Disability	101-266-000-720.000	<u>295.00</u>
		Net Expenditures	<u>38,723.34</u>

Increase Transfer out to debt fund Series A bond to payoff bonds early. This will be transferred to Debt bond fund 396. This will be funded by the assigned Debt reserve in fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$261,647.50
		Net Revenues	<u>\$261,647.50</u>
Expenditures:	Transfer out to Debt Fund Series A Bond	101-999-000-969-396	261,647.50
		Net Expenditures	<u>\$261,647.50</u>

### 396- DEBT FUND SERIES A

**Total Increase** \$261,647.50

Increase Transfer in from General fund to payoff principle of \$260,000 and interest of \$1,647.50. The Township will save over \$36,000 in interest fees by paying this bond off early. This will be funded by a transfer from General fund.

Revenues:	Transfer In: General Fund	396-000-000-697.000	\$261,647.50
		Net Revenues	<u>\$261,647.50</u>
Expenditures:	Principle	396-991.000-991.020	\$260,000.00
	Interest	396-991.000-991.021	<u>\$1,647.50</u>
		Net Expenditures	<u>\$261,647.50</u>

### 248- RENTAL INSPECTION FUND

**Total Increase** \$13,564.00

Increase Rental Inspection for part time rental inspector at \$15 per hour with a max of 24 hours per week. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$13,564.00
		Net Revenues	<u>\$13,564.00</u>
Expenditures:	Rental Inspections	248-248-000-706.014	\$12,600.00
	FICA	248-248-000-715.000	<u>\$964.00</u>
		Net Expenditures	<u>\$13,564.00</u>

Motion to Amend the 2013 Budget (#6):

Move to increase the General Fund budget by \$300,370.84 to \$8,003,805 and approve the department line item changes as outlined.

Move to increase the Debt Fund Series A Bond budget by \$261,645.50 to \$4,950,782 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$13,564 to \$102,172 and approve the department line item changes as outlined.

# **CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2013-428**

An Ordinance to Amend Chapter 58  
of the Ypsilanti Charter Township  
Code of Ordinances - Basketball Hoops

The Charter Township of Ypsilanti hereby ordains that Chapter 58 of the Ypsilanti Township Code of Ordinances is amended to add the following new provision:

## **I. Purpose and Scope**

This ordinance is intended to promote the safety of motorists, pedestrians and basketball players who are in the public right of way and public sidewalks by prohibiting the placement of portable or permanent basketball hoops on public sidewalks and public right of ways. This ordinance is not intended to regulate the placement or use of basketball hoops on private property.

## **II. Definitions**

For the purpose of this ordinance, the following terms mean:

- A) "Basketball hoop" means a backboard, hoop with or without a net, or supporting apparatus designed or intended to be used to play basketball.
- B) "Public right of way" means a paved or unpaved highway, street or road, including lawn extensions and the portion of a driveway on public property, maintained by the Washtenaw County Road Commission for the use by the public.
- C) "Public sidewalk" means a paved area between the curb lines or the lateral sides of the roadway and the adjacent property lines intended for the use of pedestrians.
- D) "Supporting apparatus" means a post, pole or similar object that is either:
  - 1) attached to a moveable support base and is designed or intended to support a basketball hoop with or without a net, or
  - 2) affixed to the ground and is designed or intended to support a basketball hoop with or without a net

## **III. Basketball hoops are prohibited in public right of ways and sidewalks.**

No person shall erect in the public right of way or public sidewalk a basketball hoop.

## **IV. Violations Civil Infraction**

A person guilty of violating Section 3 of this ordinance shall be responsible for a municipal civil infraction as provided in Chapter 40 of this Code.

## **V. Removal of basketball hoops in public right of ways and sidewalks.**

A basketball hoop located on a public right of way or public sidewalk in violation of Section III, may be removed by the Township or a law enforcement officer.

**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.

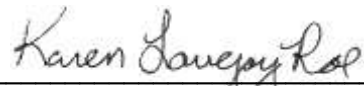
**Publication**

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2013-428 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 22, 2013. The second reading is scheduled to be heard on June 24, 2013.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2013-9**  
**PROPOSITION A**  
**Fire Protection, Prevention, Rescue Services and**  
**Equipment Reserves Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to fire protection, prevention and rescue services; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 6<sup>th</sup> day of August, 2013

**PROPOSITION A**  
(Fire Protection, Prevention, Rescue Services and Equipment Reserves)

Shall the Charter Township of Ypsilanti be authorized to levy and increase the limitations of the total amount of general ad valorem taxes which may be imposed in any one year upon real and tangible personal property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, as provided by Section 6 of Article IX of the Constitution of Michigan, 1963, from 0.0 to 3.125 (\$3.125 per \$1000), for a period of four (4) years from 2013-2016 both inclusive, for the purpose of providing revenues for fire protection, prevention, rescue services and equipment reserves? The first year of this levy shall generate estimated revenue of \$3,459,816.

The Fire Protection, Prevention, Rescue Service and Equipment Reserves Millage would generate revenues to replace some of the fire service revenues lost due to decrease in property values. The revenue generated by this millage will be used specifically to provide fire services and for no other purpose.

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

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. 2013-9 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 22, 2013.



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

**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2013-10**

**PROPOSITION B**

**Police Services  
Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to law enforcement services; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 6<sup>th</sup> day of August, 2013

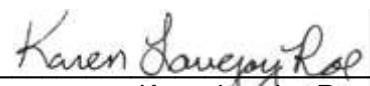
**PROPOSITION B**  
**(Police Protection)**

Shall the Charter Township of Ypsilanti be authorized to levy and increase the limitations of the total amount of general ad valorem taxes which may be imposed in any one year upon real and tangible personal property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, as provided by Section 6 of Article IX of the Constitution of Michigan, 1963, from 0.0 to 5.95 (\$5.95 per \$1000), for a period of four (4) years from 2013-2016 both inclusive, for the purpose of providing revenues for law enforcement services, community policing/neighborhood watch and ordinance enforcement? The first year of this levy shall generate estimated revenue of \$6,587,489.

The Police Services Millage would generate revenues to replace some of the police services revenue lost due to decrease in property values. The revenue generated by this millage will be used specifically to provide police services and for no other purpose.

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

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. 2013-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 22, 2013.



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

**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2013-11**

**PROPOSITION C**

**Recreation, Bike Path, Sidewalk, Roads, Parks,  
General Operations Fund Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order provide services as it pertains to providing recreation/park facilities, bike paths, repair of sidewalks, roads and general operating purposes; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 6<sup>th</sup> day of August, 2013

**PROPOSITION C**

(Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund)

Shall the Charter Township of Ypsilanti be authorized to levy and increase the limitations of the total amount of general ad valorem taxes which may be imposed in any one year upon real and tangible personal property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, as provided by Section 6 of Article IX of the Constitution of Michigan, 1963, from 0.0 to 1.0059 (\$1.0059 per \$1000), for a period of four (4) years from 2013-2016 both inclusive, for the purpose of providing revenues for recreation/park facilities, bike paths, repair of sidewalks, roads and general operating purposes? The first year of this levy shall generate estimated revenue of \$1,113,673.

The Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund Millage will be used specifically to provide these services and for no other purpose.

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

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. 2013-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 22, 2013.



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

**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2013-12**

**PROPOSITION D**

**Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste,  
Energy Conservation, Alternative Energy, Water Quality and Environmental  
Protection Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to garbage, refuse collection, recycling, composting, disposal of solid waste, energy conservation, alternative energy, water quality and environmental protection; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 6<sup>th</sup> day of August, 2013

**PROPOSITION D**

(Garbage, Refuse Collection, Recycling, Composting, Disposal Of Solid Waste,  
Energy Conservation, Alternative Energy, Water Quality and Environmental  
Protection)

Shall the Charter Township of Ypsilanti be authorized to levy and increase the limitations of the total amount of general ad valorem taxes which may be imposed in any one year upon real and tangible personal property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, as provided by Section 6 of Article IX of the Constitution of Michigan, 1963, from 0.0 to 2.155 (\$2.155 per \$1000), for a period of four (4) years from 2013-2016 both inclusive, for the purpose of providing revenues for garbage, refuse collection, recycling, composting and disposal of solid waste? The first year of this levy shall generate estimated revenue of \$2,385,889.

The Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection Millage would generate revenues to replace some of the environmental services revenue lost due to decrease in property values. The revenue generated by this millage will be used specifically to provide environmental services and for no other purpose.

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

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. 2013-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 22, 2013.



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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 26, 2013 SPECIAL MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 8:30 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

**Members Absent:** Clerk Karen Lovejoy Roe and Trustee Mike Martin

**Legal Counsel:** None

**1. REQUEST TO APPROVE CREDIT CARD ACCEPTANCE AGREEMENT WITH MERCURY FOR PROCESSING CREDIT CARDS AT GREEN OAKS GOLF COURSE, BUDGETED IN LINE ITEM NUMBER #584.584.000.957 AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Hall Currie, supported by Trustee Eldridge to approve the Credit Card Acceptance Agreement with Mercury for processing credit cards at Green Oaks Golf Course, budgeted in line item number #584.584.000.957 and to authorize signing of the agreement. The motion carried unanimously.

**2. BUDGET AMENDMENT #7**

A motion was made by Trustee Scott Martin, supported by Trustee Hall Currie to approve Budget Amendment #7 (see attached). The motion carried unanimously.

**3. REQUEST TO PURCHASE SEVEN (7) ERGONOMIC DESK CHAIRS IN THE AMOUNT OF \$5,152, BUDGET IN LINE ITEM #101.267.000.956.000**

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the purchase of seven (7) ergonomic desk chairs in the amount of \$5,152, budget in line item #101.267.000.956.000. The motion carried unanimously.

Trustee Scott Martin stressed it was very important to have ergonomically correct chairs. He said although the chairs were not cheap, it was a fundamentally necessary purchase.

**ADJOURNMENT**

The meeting adjourned at approximately 8:35 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## 2013 BUDGET AMENDMENT #7

April 26, 2013 Special

### 101 - GENERAL OPERATIONS FUND

	<b>Total Increase</b>	<b>5,152.00</b>
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Increase General Services Department to replace 7 desk chairs in the Civic Center. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,152.00
		Net Revenues	\$5,152.00
Expenditures:	Miscellaneous	101-267-000-956-000	5,152.00
		Net Expenditures	5,152.00

Motion to Amend the 2013 Budget (#7):

Move to increase the General Fund budget by \$5,152 to \$8,008,957 and approve the department line item changes as outlined.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/08/2013	AP	161411	3214	RENT A WRECK	339.00
05/08/2013	AP	161412	1637	RESIDEX	676.50
05/08/2013	AP	161413	16395	RESIDEX TURFGRASS ***	3,383.64
05/08/2013	AP	161414	15386	RICOH USA, INC.	1,642.00
05/08/2013	AP	161415	6308	RKA PETROLEUM	7,606.50
05/08/2013	AP	161416	0371	SAFEGUARD BUSINESS SYSTEMS	297.14
05/08/2013	AP	161417	0634	SAM'S CLUB DIRECT	195.18
05/08/2013	AP	161418	11274	SENSAPHONE	100.51
05/08/2013	AP	161419	2954	SHERRI BILLMAN	40.00
05/08/2013	AP	161420	0383	SHERWIN WILLIAMS COMPANY	71.34
05/08/2013	AP	161421	15751	SOUTHERN COMPUTER WAREHOUSE	415.65
05/08/2013	AP	161422	3002	SPARTAN CHASSIS, INC.	301.09
05/08/2013	AP	161423	1507	SPARTAN DISTRIBUTORS	122.59
05/08/2013	AP	161424	0399	SPEARS FIRE & SAFETY SERVICE	242.20
05/08/2013	AP	161425	16364	SPICER GROUP	192.50
05/08/2013	AP	161426	15370	SRIXON CLEVELAND GOLF	1,023.75
05/08/2013	AP	161427	3212	STANLEY CONVERGENT SECURITY	907.14
05/08/2013	AP	161428	3212	STANLEY CONVERGENT SECURITY	835.00
05/08/2013	AP	161429	STANTEC	STANTEC	2,694.93
05/08/2013	AP	161430	6384	STAPLES* - ACCOUNT #1026071	131.40
05/08/2013	AP	161431	0449	SYSCO FOOD SERVICES OF DETROIT	2,022.36
05/08/2013	AP	161432	4402	TDS METROCOM	870.00
05/08/2013	AP	161433	0468	TITLEIST	212.00
05/08/2013	AP	161434	15941	TODD BARBER	2,125.00
05/08/2013	AP	161435	6523	UNIQUE 1 SERVICE	1,366.00
05/08/2013	AP	161436	3082	UNIVERSITY TRANSLATORS	420.00
05/08/2013	AP	161437	0497	VAN BUREN STEEL & FABRICATING	26.95
05/08/2013	AP	161438	6627	VICTORY LANE	30.59
05/08/2013	AP	161439	0163	WASHTENAW COUNTY ROAD	27,499.31
05/08/2013	AP	161440	0444	WASHTENAW COUNTY TREASURER#	443,625.00
05/08/2013	AP	161441	0444	WASHTENAW COUNTY TREASURER#	443,625.00
05/08/2013	AP	161442	WASHTENAW	WASHTENAW URGENT CARE	345.00
05/08/2013	AP	161443	WDE ELECTR	WDE ELECTRIC	375.00
05/08/2013	AP	161444	16404	WELLS FARGO FINANCIAL LEASING	5,503.85
05/08/2013	AP	161445	6271	WILLOW RUN COMMUNITY SCHOOLS	2,424.00
05/08/2013	AP	161446	4263	WOLVERINE FREIGHTLINER	538.62
05/08/2013	AP	161447	7054	YCUA	350.74
05/08/2013	AP	161448	0480	YPSILANTI COMMUNITY	2,409.42
05/08/2013	AP	161449	0494	ZEE MEDICAL SERVICE COMPANY	283.92

AP TOTALS:

Total of 117 Checks:	1,199,073.90
Less 0 Void Checks:	0.00
Total of 117 Disbursements:	<u>1,199,073.90</u>

Accounts Payable Checks	1,199,073.90
Hand Checks	252,890.35
Total	<u>1,451,964.25</u>

Electronic Funds Transfer (EFT)  
 Choice Strategies (Health Care Deductibles)

Jan. 2013	\$ 23,321.84
Feb. 2013	\$ 49,348.05
March 2013	\$ 63,373.33
April 2013	\$ 64,743.22



CHECK NUMBERS 161333 - 161449

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
05/08/2013	AP	161333	2937	A & R TOTAL CONSTRUCTION, INC.	1,345.70
05/08/2013	AP	161334	16386	A-1 CONCRETE LEVELING	475.00
05/08/2013	AP	161335	8412	ACO HARDWARE	37.91
05/08/2013	AP	161336	15493	ADAM KURTINAITIS	900.00
05/08/2013	AP	161337	15515	AEROTROPOLIS DEVELOPMENT	20,000.00
05/08/2013	AP	161338	6981	ALLIED SUBSTANCE ABUSE	225.00
05/08/2013	AP	161339	A. WASHING	ALMA WASHINGTON	230.00
05/08/2013	AP	161340	15184	AMERIGAS - YPSILANTI	261.17
05/08/2013	AP	161341	0017	ANN ARBOR CLEANING SUPPLY	264.02
05/08/2013	AP	161342	0022	ANN ARBOR WELDING SUPPLY CO	193.44
05/08/2013	AP	161343	0215	AUTO VALUE YPSILANTI	86.80
05/08/2013	AP	161344	0009	B-C CONTRACTORS, INC.	580.00
05/08/2013	AP	161345	B. PIERCE	BENJAMIN PIERCE	295.00
05/08/2013	AP	161346	16209	BRIDGESTONE GOLF INC	337.47
05/08/2013	AP	161347	0898	BS & A SOFTWARE	5,035.00
05/08/2013	AP	161348	6959	BUTZEL LONG	1,340.00
05/08/2013	AP	161349	16315	CAMTRONICS COMMUNICATIONS CO.	1,048.38
05/08/2013	AP	161350	C. EVANS	CAROLYN EVANS	10.00
05/08/2013	AP	161351	4477	CDW-G	6,003.00
05/08/2013	AP	161352	0870	CHARTER TOWNSHIP OF SUPERIOR	46.97
05/08/2013	AP	161353	2276	CINCINNATI TIME SYSTEMS	696.15
05/08/2013	AP	161354	16509	CLEAR RATE COMMUNICATIONS, INC	1,132.00
05/08/2013	AP	161355	15452	COLD CUT KRUISE	112.10
05/08/2013	AP	161356	COMM.EXCV	COMMUNITY SERVICES EXCAVATING	600.60
05/08/2013	AP	161357	1312	COMPLETE BATTERY SOURCE	248.80
05/08/2013	AP	161358	0582	CONGDON'S	307.94
05/08/2013	AP	161359	0223	CORRIGAN OIL COMPANY	734.25
05/08/2013	AP	161360	6944	DES MOINES STAMP MFG. CO.	14.50
05/08/2013	AP	161361	13238	DUANE CRUTCHER	128.00
05/08/2013	AP	161362	6819	DUNHAM'S SPORTING GOODS	200.00
05/08/2013	AP	161363	6951	EMERGENCY VEHICLES PLUS	1,322.36
05/08/2013	AP	161364	2999	FARMER & UNDERWOOD TRUCKING	623.06
05/08/2013	AP	161365	0245	FAST SIGNS	25.00
05/08/2013	AP	161366	1200	FEDERAL EXPRESS CORPORATION	92.38
05/08/2013	AP	161367	2578	FERGUSON ENTERPRISES, INC.	65.00
05/08/2013	AP	161368	15789	FLEETPRIDE	1,208.08
05/08/2013	AP	161369	0470	FOOTJOY	308.58
05/08/2013	AP	161370	0135	FORMS TRAC, ENTERPRISES	1,049.06
05/08/2013	AP	161371	F. ANSTEAD	FRED ANSTEAD	40.00
05/08/2013	AP	161372	1233	GORDON FOOD SERVICE INC.	36.42
05/08/2013	AP	161373	6169	GOVERNOR BUSINESS SOLUTIONS	15.34
05/08/2013	AP	161374	0107	GRAINGER	485.92
05/08/2013	AP	161375	HANI AUTO	HANI AUTO LLC	22,963.25
05/08/2013	AP	161376	6547	HERITAGE NEWSPAPERS	179.20
05/08/2013	AP	161377	0503	HOME DEPOT	935.47
05/08/2013	AP	161378	15821	IMAGE ONE	558.00
05/08/2013	AP	161379	6237	INTERNATIONAL CODE COUNCIL	219.25
05/08/2013	AP	161380	15993	J.J. JINKLEHEIMER & CO	371.00
05/08/2013	AP	161381	J. PACKARD	JAMIE PACKARD	295.00
05/08/2013	AP	161382	4467	JOHN DEERE LANDSCAPES	39.00
05/08/2013	AP	161383	16408	JTW PIPES LLC	390.00
05/08/2013	AP	161384	K. BONDY	KIM BONDY	50.00
05/08/2013	AP	161385	K. RAGLIN	KIMBERLEE RAGLIN	128.00
05/08/2013	AP	161386	6467	LOWES	53.11
05/08/2013	AP	161387	M. BALOGH	MADELINE BALOGH	10.00
05/08/2013	AP	161388	MANPOWER	MANPOWER	4,046.64
05/08/2013	AP	161389	0158	MARK HAMILTON	1,500.00
05/08/2013	AP	161390	M. POWELL	MARY POWELL	20.00
05/08/2013	AP	161391	15550	MATTA BLAIR, PLC	33.00
05/08/2013	AP	161392	15550	MATTA BLAIR, PLC	579.60
05/08/2013	AP	161393	0253	MCLAIN AND WINTERS	9,775.00
05/08/2013	AP	161394	1485	MICHIGAN CAT	384.62
05/08/2013	AP	161395	16461	MICHIGAN LINEN SERVICE, INC.	1,665.58
05/08/2013	AP	161396	0911	MICHIGAN MUNICIPAL LEAGUE	134,064.00
05/08/2013	AP	161397	6057	MICHIGAN RECREATION & PARK	40.00
05/08/2013	AP	161398	16407	MLIVE MEDIA GROUP	149.00
05/08/2013	AP	161399	2986	NAPA AUTO PARTS*	120.78
05/08/2013	AP	161400	N. YAX	NICHOLE YAX	130.00
05/08/2013	AP	161401	6660	NIKE USA, INC.	187.52
05/08/2013	AP	161402	1937	OFFICE DEPOT	1,757.56
05/08/2013	AP	161403	2997	OFFICE EXPRESS	497.69
05/08/2013	AP	161404	6893	OFFICE MAX* #434705	42.99
05/08/2013	AP	161405	0309	ORCHARD, HILTZ & MCCLIMENT INC	12,700.75
05/08/2013	AP	161406	0585	OVERHEAD DOOR COMPANY	1,349.19
05/08/2013	AP	161407	0913	PARKWAY SERVICES, INC.	80.00
05/08/2013	AP	161408	0327	PINTER'S FLOWERLAND, INC.	91.69
05/08/2013	AP	161409	0319	PITNEY BOWES INC.*^	149.99
05/08/2013	AP	161410	6953	QUILL OFFICE SUPPLIES	85.80

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/16/2013	AP	161268	5049	BLUE CROSS BLUE SHIELD OF MI	89,051.71
04/16/2013	AP	161269	5049	BLUE CROSS BLUE SHIELD OF MI	15,482.31
04/16/2013	AP	161270	BCBS	BLUE CROSS BLUE SHIELD OF MI	1,454.88
04/16/2013	AP	161271	DEARBONNAT	DEARBORN NATIONAL LIFE INSURANCE	2,765.86
04/17/2013	AP	161272	6821	AT & T	1,241.16
04/17/2013	AP	161273	0363	COMCAST CABLE	81.90
04/17/2013	AP	161274	0363	COMCAST CABLE	211.90
04/17/2013	AP	161275	0363	COMCAST CABLE	81.90
04/17/2013	AP	161276	0363	COMCAST CABLE	81.95
04/17/2013	AP	161277	0363	COMCAST CABLE	89.90
04/17/2013	AP	161278	0363	COMCAST CABLE	269.29
04/17/2013	AP	161279	0363	COMCAST CABLE	45.15
04/17/2013	AP	161280	0363	COMCAST CABLE	131.90
04/17/2013	AP	161281	16486	PAETEC	449.22
04/17/2013	AP	161282	PAETEC	PAETEC	7.27
04/17/2013	AP	161283	1475	VERIZON WIRELESS	617.04
04/17/2013	AP	161284	1475	VERIZON WIRELESS	70.56
04/17/2013	AP	161285	15934	WASTE MANAGEMENT	776.33
04/17/2013	AP	161286	15934	WASTE MANAGEMENT	449.27
04/17/2013	AP	161287	15934	WASTE MANAGEMENT	1,278.46
04/17/2013	AP	161288	0480	YPSILANTI COMMUNITY	262.61
04/19/2013	AP	161289	0118	DTE ENERGY	21,638.59
04/24/2013	AP	161290	2002	DELTA DENTAL PLAN OF MICHIGAN	13,359.70
04/25/2013	AP	161291	0363	COMCAST CABLE	121.74
04/25/2013	AP	161292	0363	COMCAST CABLE	108.82
04/25/2013	AP	161293	0118	DTE ENERGY	1,632.51
04/25/2013	AP	161294	0119	DTE ENERGY**	80,814.40
04/25/2013	AP	161295	0426	GUARDIAN ALARM	307.19
04/25/2013	AP	161296	0426	GUARDIAN ALARM	70.00
04/25/2013	AP	161297	6039	WASTE MANAGEMENT*	700.00
04/25/2013	AP	161298	0480	YPSILANTI COMMUNITY	338.45
04/30/2013	AP	161299	A. COLEMAN	AMANDA COLEMAN	14.00
04/30/2013	AP	161300	A. WILSON	ANNMARIE WILSON	14.00
04/30/2013	AP	161301	A. WELCH	ASTRID WELCH	14.00
04/30/2013	AP	161302	B. BRYANT	BONITA BRYANT	14.00
04/30/2013	AP	161303	C. EBACH	CARL EBACH	14.00
04/30/2013	AP	161304	C. PAYNE	CECIL PAYNE	14.00
04/30/2013	AP	161305	C. CLARKE	CHARISA CLARKE	14.00
04/30/2013	AP	161306	C. CULP	CHERYL CULP	14.00
04/30/2013	AP	161307	C. HUNT	CRAIG HUNT	14.00
04/30/2013	AP	161308	D. FOSTER	DANIEL FOSTER	14.00
04/30/2013	AP	161309	D. GLATTER	DANIEL GLATTER	14.00
04/30/2013	AP	161310	D. WHITE	DARYL WHITE	14.00
04/30/2013	AP	161311	D. SANBORN	DEBORAH SANBORN	14.00
04/30/2013	AP	161312	D. STOKES	DELTA STOKES	14.00
04/30/2013	AP	161313	E. MICHOWS	EDWARD MICHOWSKI	14.00
04/30/2013	AP	161314	H. CHEVRET	HEATHER CHEVRETTE	14.00
04/30/2013	AP	161315	J. REPHOLZ	JACOB REPHOLZ	14.00
04/30/2013	AP	161316	J. NORTHRU	JAMES NORTHRUP	14.00
04/30/2013	AP	161317	J. OZANICH	JANE OZANICH	14.00
04/30/2013	AP	161318	J. KIESSEL	JASON KIESSEL	14.00
04/30/2013	AP	161319	J. KNIGHT	JESSICA KNIGHT	14.00
04/30/2013	AP	161320	K. SLAUGHT	KYLE SLAUGHTER	14.00
04/30/2013	AP	161321	M. FLEMING	MARIAN FLEMING	14.00
04/30/2013	AP	161322	M. GANNON	MICHAEL GANNON	14.00
04/30/2013	AP	161323	M. HARGROV	MONIQUE HARGROVE	14.00
04/30/2013	AP	161324	R. WEJINYA	ROSEMARY WEJINYA	14.00
04/30/2013	AP	161325	S. HANLEY	SCOTT HANLEY	14.00
04/30/2013	AP	161326	S. DUNN	SUSAN DUNN	14.00
04/30/2013	AP	161327	T. FLEMING	THOMAS FLEMING	14.00
04/30/2013	AP	161328	Y. PETERSO	YVONNE PETERSON	14.00
04/30/2013	AP	161329	C. MARTIN	CHARLIE MARTIN	227.37
05/01/2013	AP	161330	16414	TEG ENVIRONMENTAL SERVICES INC	2,303.00
05/03/2013	AP	161331	0118	DTE ENERGY	15,934.01
05/03/2013	AP	161332	13479	JOLENA NOLLAR	14.00

AP TOTALS:

Total of 65 Checks:	252,890.35
Less 0 Void Checks:	0.00
Total of 65 Disbursements:	252,890.35

# SUPERVISOR REPORT

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

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



**Supervisor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 481-0617  
Fax: (734) 484-0002  
[www.ytown.org](http://www.ytown.org)

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TO: Karen Lovejoy Roe, Clerk  
FROM: Brenda L. Stumbo, Supervisor  
DATE: May 2, 2013  
RE: Proclamations for "Multiple Chemical Sensitivity Awareness Week" and  
"Chemical Awareness Week"

Eva McGuire, a Township resident has asked that May 12-18, 2013 be proclaimed as "Multiple Chemical Sensitivity Awareness Week" and "Chemical Awareness Week" in Ypsilanti Township.

Please place the attached proclamations on the May 13, 2013 Township Board agenda.

If you have any questions, please let me know.

tk

Attachments

Charter Township of Ypsilanti

# Proclamation

In Honor of  
Multiple Chemical Sensitivity Awareness  
May 12-18, 2013

**WHEREAS**, people of all ages have developed the condition known as Multiple Chemical Sensitivity, often following either a single massive chemical exposure or repeated low level exposures to chemicals in the environment; and

**WHEREAS**, people with Multiple Chemical Sensitivity frequently also suffer from one or more of the overlapping conditions known as Chronic Fatigue/Immune Deficiency Syndrome, Fibromyalgia and Gulf War Syndrome; and

**WHEREAS**, Multiple Chemical Sensitivity is a chronic condition for which there is neither a proven treatment nor a cure, that typically affects several major organ systems with multiple symptoms that can include, but are not limited to: difficulty breathing, sleeping and/or concentrating, memory loss, migraines, nausea, abdominal pain, chronic fatigue, aching joints and muscles, disorders of the skin and sensory dysfunctions; and

**WHEREAS**, people with Multiple Chemical Sensitivity often have profound problems with health, finances, employment, housing, public access and personal relationships; and

**WHEREAS**, the health of the general population is at risk from chemical exposures which can lead to illnesses that are preventable through the reduction or avoidance of chemicals in the air, water and food in both indoor and outdoor environments; and

**WHEREAS**, Multiple Chemical Sensitivity is recognized by the Americans with Disabilities Act, the Social Security Administration, the U.S. Department of Housing and Urban Development, the Environmental Protection Agency and other state and federal governmental agencies and commissions which have supported the health and welfare of people with this condition; and

**WHEREAS**, reasonable accommodations, educational efforts and recognition of Multiple Chemical Sensitivity can provide opportunities for people with this condition to enjoy access to work, schooling, public facilities and other settings where they can contribute their skills, knowledge, ideas and creativity; and

**WHEREAS**, individuals with Multiple Chemical Sensitivity need the understanding and support of family, friends, employers and co-workers, medical professionals, other members of society and governmental agencies at all levels to help them cope with the significant and pervasive lifestyle changes imposed by this illness;

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 12-18, 2013 *MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK* in Ypsilanti Township and commend this observance to all Township residents.


Dated and signed this 13<sup>th</sup> day of May, 2013



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



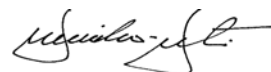
Larry J. Doe, Treasurer



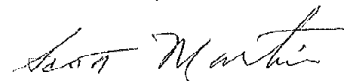
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

Charter Township of Ypsilanti

# Proclamation

In Honor of  
Chemical Awareness Week  
May 12-18, 2013

**WHEREAS**, it is important that people are made more aware of the role that chemicals play in their daily lives; and

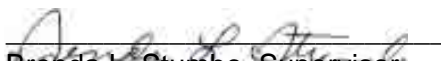
**WHEREAS**, along with the benefits of chemicals, we need to be aware of the dangers hazardous materials pose to our families, especially to our children and youth and of the preventative measures that we can take to avoid possible harm; and

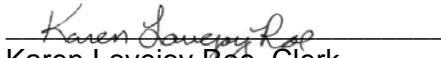
**WHEREAS**, we must encourage cooperation between local emergency planning committees and their local business, industrial, retail, service, and farming sectors to increase the involvement of off-site emergency planning of hazardous material accidents; and

**WHEREAS**, it is essential that we work to improve the awareness of local emergency planning committees about the chemicals manufactured, used or sold in factories, companies, retail stores and farms in their communities.


**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 12-18, 2013 *CHEMICAL AWARENESS WEEK* in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of chemicals in order to ensure a safer future for our Township.

Dated and signed this 13<sup>th</sup> day of May, 2013


  
Brenda L. Stumbo, Supervisor


  
Karen Lovejoy Roe, Clerk

  
Larry J. Doe, Treasurer

  
Jean Hall Currie, Trustee

  
Stan Eldridge, Trustee

  
Mike Martin, Trustee

  
Scott Martin, Trustee

**Submitted by Karen Lovejoy Roe, Clerk**

- **URBAN COUNTY EXECUTIVE COMMITTEE**-A meeting was held on Tuesday, April 23, 2013 and was attended by Clerk Lovejoy Roe. The 2013-2017 Washtenaw Urban County Consolidated Plan and the 2013 Annual Plan was approved. The plan was approved with support for the Veterans Project to be located at Oakridge Apartments on Holmes Rd. The \$500,000 request for funds for this project from the Urban County were approved to be utilized ONLY if the project is allowed by MSHDA, the Michigan State Housing and Development Authority to provide housing for Veterans only at the Oakridge site. There are still a lot of deadlines and requirements that the investors and owners of Oakridge Apartments must meet to secure outside funding and financing for the project. The request for \$113,750 funding for Community Alliance was not approved at the meeting. The funds were requested to purchase a house in Ypsilanti Township to be used as a rental home by Community Alliance for those with needs of supportive services. Habitat for Humanity requested \$231,000 for support of homeownership and down payment assistance for homes to be purchased and rehabilitated in Ypsilanti Township and this request was approved.
- **AATA URBAN CORE TRANSIT MEETING**-Clerk Lovejoy Roe and Supervisor Stumbo attended a meeting of the AATA Urban Core Transit group on Thursday, April 25, 2013 at the Saline City Hall. The meeting was well attended by members of the public. The municipalities that met to discuss the future of AATA transit in the Urban Core communities of Washtenaw County were the Cities of Ann Arbor and Saline and the Townships of Pittsfield and Ypsilanti. The members discussed the next steps for moving transit forward in Washtenaw County and different models for funding. The City of Ypsilanti has petitioned the AATA Board to join the board and seek funding to continue the transit program in the City of Ypsilanti. It was discussed that the City of Ypsilanti as a part of AATA may have a millage election in November, 2013 to ask City residents to support funding AATA service in the City of Ypsilanti. Discussions are still underway with the Urban Core municipal leaders to plan for long term transit improvements and support in Washtenaw County.
- **2012 AUDIT**-The Charter Township of Ypsilanti 2012 Audit is almost complete and all deadlines are being met to deliver the Audit to the State of Michigan. Once the Audit is filed a presentation will be made to the Township Board.
- **HUMAN RESOURCE AND ACCOUNTING DEPARTMENT COLLABORATION**- Currently the Accounting Department is providing support to the Human Resource Department and assisting with seasonal hiring and pension support. Both departments are working on ways the Accounting Department may be able to provide additional support to the Human Resource Department.

- **STATE REPRESENTATIVE DAVE RUTLEDGE**-Supervisor Stumbo, Treasurer Doe and Clerk Lovejoy Roe met with Representative Rutledge on Monday, May 6, 2013 to discuss issues facing township residents that state government has impacted. Representative Rutledge shared some ideas regarding road funding and schools.
- **WAYFINDING MEETING**-Treasurer Doe and Clerk Lovejoy Roe met with the Visitors and Convention Bureau and City of Ypsilanti Representatives on Monday, May 6, 2013 to discuss how the Township, City and the Visitors and Convention Bureau could work together to seek grants for establishing common Wayfinding signs for directions in the greater Ypsilanti community.
- **REIMAGINE WASHTENAW**-Clerk Lovejoy Roe attended a meeting on Wednesday, May 8, 2013 with others from Pittsfield Township and the Cities of Ann Arbor and Ypsilanti to continue plans regarding the improvements on Washtenaw Avenue for transit and economic development. Currently a Right of Way Study is being conducted and public workshops have been scheduled on May 28, 29, 30 and 31, 2013 at various times & locations along the Washtenaw Ave. corridor. (Please see attached Flyer) Ypsilanti Township will be preparing a mailing to announce the public workshops and encourage township residents and businesses to attend and give their input. A ribbon cutting for the MDOT Multi-Use Path at US23/Washtenaw Ave. is scheduled for Friday, June 7 at 10 AM. The public is encouraged to attend and try out first-hand the new multi-purpose paths.



# Come help us Reimagine Washtenaw Avenue!



## YOUR VISION

Reimagine Washtenaw envisions Washtenaw Avenue as a **walkable, bikeable, transit-friendly** street. The corridor is an important artery that connects Ann Arbor and Ypsilanti and is critical to Washtenaw County's economic vitality and its residents' quality of life.

## THE ROAD AHEAD

### Please join us for any of our public meetings:

*\*You only need to attend once, content is the same for all*

Tuesday, May 28 from 6-8pm at  
Washtenaw County Service Center  
4135 Washtenaw Ave.  
LRC (Learning Resource Center) Room A

Wednesday, May 29 from 8-10am at  
Washtenaw County Service Center  
4135 Washtenaw Ave.  
LRC (Learning Resource Center) Room A


Thursday, May 30 from 7-9pm at  
Carpenter Elementary School  
4250 Central Blvd.  
Multi-Purpose Room  
(park in the rear/south parking lot near  
playground)

Friday, May 31 from 2-4pm at  
EMU McKenny Union Room 330  
Cross St.  
(park in the guest parking lot west of  
McKenny, or along W. Cross Street, or  
take AATA route #4 or #5)

### Can't Attend?

Go Online and Provide Input Here:  
[www.washtenawavenue.org](http://www.washtenawavenue.org)

 [www.facebook.com/reimaginewashtenaw](http://www.facebook.com/reimaginewashtenaw)

 @WashtenawAvenue

For more information contact:  
Nathan Voght, Project Manager  
T: 734.222.3860  
E-mail: [voghtn@ewashtenaw.org](mailto:voghtn@ewashtenaw.org)

Funding provided by The U.S. Department of Housing and Urban Development



# TREASURER REPORT

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THERE IS NO WRITTEN TREASURER REPORT

# TRUSTEE REPORT

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THERE IS NO WRITTEN TRUSTEE REPORT

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

**CHARTER TOWNSHIP OF YPSILANTI  
2013 BUDGET AMENDMENT #8**

**May 13, 2013**

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$973,079.00**

Increase Capital Outlay for roof replacement of the 14B District portion of the Civic Center Building. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$269,420.00</u>
		Net Revenues	<u>\$269,420.00</u>
Expenditures:	Capital Outlay - Court	101-970-000-971.003	<u>\$269,420.00</u>
		Net Expenditures	<u>\$269,420.00</u>

Increase Contribution - Land Bank to purchase property located at 953 E Michigan Avenue (aka Ypsilanti Mobile Village) under "Right of First Refusal". This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$47,110.00</u>
		Net Revenues	<u>\$47,110.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	<u>\$47,110.00</u>
		Net Expenditures	<u>\$47,110.00</u>

Increase Salary - PTO Payout for employee request of payout of PTO hours per contract. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$2,709.00</u>
		Net Revenues	<u>\$2,709.00</u>
Expenditures:	Salaries Pay Out-PTO&Sicktime	101-171-000-708.004	<u>\$2,709.00</u>
		Net Expenditures	<u>\$2,709.00</u>

Increase State Grant revenue and Liberty Square - Grant Project for the grant the Township is receiving from Michigan Land Bank Fast Authority to Demolish the Liberty Square complex. This will be funded by a State Grant.

Revenues:	State Grant Revenue	101-000-000-569.019	<u>\$653,840.00</u>
		Net Revenues	<u>\$653,840.00</u>
Expenditures:	Liberty Square Grant Project	101-950-000-969.013	<u>\$653,840.00</u>
		Net Expenditures	<u>\$653,840.00</u>

**212 - BIKE, SIDEWALK, RECREATION, ROAD AND  
GENERAL OPERATIONS FUND (BSR II)**

**Total Increase \$76,988.00**

Increase Park Improvements for repair, design and construction to prevent soil erosion at Hydro Park. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	<u>\$76,988.00</u>
		Net Revenues	<u>\$76,988.00</u>
Expenditures:	Park Improvement	212-970-000-975.795	<u>\$76,988.00</u>
		Net Expenditures	<u>\$76,988.00</u>

**248- RENTAL INSPECTION FUND**

**Total Increase \$4,000.00**

Increase Computer Equipment and Uniforms for rental inspection personnel. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$4,000.00
		Net Revenues	<u>\$4,000.00</u>
Expenditures:	Equipment	248-248-000-977.000	\$3,000.00
	Uniforms-New and Badges	248-248-000-741.001	<u>\$1,000.00</u>
		Net Expenditures	<u>\$4,000.00</u>

Motion to Amend the 2013 Budget (#8):

Move to increase the General Fund budget by \$973,079 to \$8,979,433 and approve the department line item changes as outlined.

Move to increase the BSR II Bike, Sidewalk, Road and General Operations Fund by \$76,988 to \$3,633,952 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$4,000 to \$106,172 and approve the department line item changes as outlined.

## Jan Hale Playground Adventures

---

**From :** Keith Jason <keithpauljason@gmail.com> Mon, May 06, 2013 09:13 PM  
**Subject :** Jan Hale Playground Adventures  
**To :** Nancy Wrybkowski <nwrybk@ytown.org>  
**Cc :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>, Brenda Stumbo  
<bstumbo@ytown.org>, Lonnie Scott  
<lscott@ytown.org>

Hello Nancy,

We had our park commission meeting tonight and the group voted to put forth the recommendation for the township board to put in the sign to commemorate "Jan Hale Playground Adventures". Is there any way that this could get on the agenda for the board meeting next weekend as it will be the only meeting in the month of May.

The cost of the sign should not exceed \$4,000.

Please let me know if you have any questions.

---

# Customer Information

**Customer:** Jason Keith

**Company:**

Street:

City:

State: Zip:

Phone: 487-8659

Fax:

E-mail address: kjon@emich.edu

# Document Information

**File Name:** jan hale playground plaque.fs

Directory Name: S:\Flexi Files\A-J

Order Taken By:

Order Date:

**\*Please carefully proof your layout. Be sure to check all spelling, phones numbers, etc. Once you approve your order, it is sent into production. Any changes made after your approval will incur a fee for work that was already done.**

*This Artwork is the Property of Signs By Tomorrow. Unauthorized use is prohibited.*

**JOB SPECS: 2'x3' etched plaque w/ black lettering & photo etch.**

**1/4" bronze \$3237.60**

**1/4" stainless steel \$2712.80**

**6'x2" type F post mount \$200.00**

**8'x2" type F post mount \$225.00**



# SIGNS BY TOMORROW

**SIGNS & GRAPHICS NATIONWIDE**

3965 Varsity Drive • Ann Arbor, MI 48108  
phone **734.822.0537** • fax 734.822.0539  
email: annarbor@signsbytomorrow.com

**\*Please carefully proof your layout. Be sure to check all spelling, phones numbers, etc. Once you approve your order, it is sent into production. Any changes made after your approval will incur a fee for work that was already done.**

**X**

Customer Signature for Order Approval\*

Date:





**FASTSIGNS**

3510 Washtenaw Ave.  
Ann Arbor, MI. 48104  
ph: 734-677-1500  
fax: 734-677-5656  
Email:

**Estimate**

**18180**

Estimate Date: 5/6/2013 5:35:51PM

Printed: 5/6/2013 5:36:11PM

Customer: **Keith P. Jason** ph: (734) 487-8559  
Contact: Keith Jason Customer: 22618  
Description: Janalyn G. Hale Sign  
Sales Person: Mark Greer Golda  
Clerk: Mark Greer Golda

Dear Keith:

Sincerely,

Mark Greer Golda  
Customer Service Rep

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Dimensional Signage	* 1	1	36 x 24	\$4,730.86	\$4,730.86

**Description:** Subcontracted Dimensional Sign Products. In cast Bronze.  
To include a photo of Janalyn and the above text. Also to include the frame, mounting post and post cap( This is a very rough estimate and will change as more information is acquired)

**Color:** White  
**Text:** Janalyn G. Hale Playground Adventures

In recognition of a woman who dedicated her life to bringing out the best in others and played an instrumental role in creating a place where children of all abilities could play together.

**Notes:**

Line Item Total:	<b>\$4,730.86</b>
Subtotal:	<b>\$4,730.86</b>
Taxes:	<b>\$283.85</b>
Total:	<b>\$5,014.71</b>

Deposit Required: **\$2,507.36**

Bill To: Keith P. Jason  
Keith Jason  
Ann Arbor, MI.

Received/Accepted By: \_\_\_\_\_ / /

# 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)

May 6, 2013

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: ***Request of Township Clerk Karen Lovejoy Roe to Place on the May 13, 2013 Board Agenda Authorization for Supervisor Brenda L. Stumbo and Clerk Roe to Execute All Documents Required by HUD so as to Allow the Township to Participate in HUD's "First Look Program" for Homeowners, Non-Profits and Governmental Agencies that Would Allow the Township to Acquire Foreclosed Properties Directly from HUD***

Dear Board Members:

As a follow-up to my previous letters dated **May 3, 2013** addressed to HUD representative Bottoms-Yisrael and the Township Board regarding HUD's "**First Look Program**" that would allow the Township to acquire foreclosed properties directly from HUD which in turn can be "**resold**" to "**Habitat for Humanity**," this will confirm the receipt of Clerk Karen Lovejoy Roe's email regarding the placement of this item on the **May 13, 2013** Board Agenda.

For all of the reasons previously forth in my **May 3<sup>rd</sup>** letters, I would certainly appreciate if this item could be placed on the Board Agenda so as to allow the Township to file the required forms which includes the filing and execution of the "**IRS Letter 147c or IRS Official Document reflecting business name and EIN**" which I believe is the Employer Identification Number. According to the information I have obtained to date, once the required Application is filed with HUD, the "**. . . processing time is a minimum of 2 weeks.**"

Township Board  
Re: HUD Vacant Homes  
May 6, 2013  
Page 2

Thus, since we only have one (1) board meeting in the month of May, it would be helpful to have this Application in place now as opposed to having to wait another month.

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

Very truly yours,

A handwritten signature in blue ink that reads "Wm. Douglas Winters". The signature is written in a cursive style.

Wm. Douglas Winters  
dc

cc: Trustees  
Mike Radzik  
Ron Fulton  
Joe Lawson  
Bill Elling  
Eric Copeland, Fire Chief  
Vic Chevrette, Fire Marshal  
Dennis O. McLain

**CHARTER TOWNSHIP OF YPSILANTI  
RESOLUTION NO. 2013-14**

**Economic Vitality Incentive Program (EVIP) Part 3**

**WHEREAS**, the State of Michigan has enacted the Publicly Funded Health Insurance Contributions Act, Act 152 of 2011, (the "Act"); and

**WHEREAS**, the Act provides for limits on the amount that a local unit of government may pay or contribute to a medical benefit plan for its employees; and

**WHEREAS**, the Charter Township of Ypsilanti has elected to comply with the provisions of the Act and avoid penalties for non-compliance; and

**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of Ypsilanti will comply with the hard cap limits contained in Section 3 of Act 152 of 2011.

**CHARTER TOWNSHIP OF YPSILANTI  
RESOLUTION 2013-15**

**Authorizing the Charter Township of Ypsilanti  
to Exercise its “First Right of Refusal” and to  
Purchase from Washtenaw County Treasurer  
Catherine McClary Acting in her Capacity as  
the Foreclosing Governmental Unit Under the  
Authority of the General Property Tax Act the  
Real Property Located at 953 E Michigan Ave  
Ypsilanti Township, Michigan**

**WHEREAS**, on **February 20, 2013** Washtenaw County Circuit Court Judge David S. Swartz pursuant to the Petition filed by Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) entered a **“Judgment of Foreclosure and Order”** (Order) concerning the foreclosure of real property located in Washtenaw County due to unpaid delinquent taxes a copy of said Order being attached hereto and incorporated by reference and labeled Exhibit 1; and

**WHEREAS**, one of the properties listed in the **“Judgment of Foreclosure and Order”** included the real property located at 953 E. Michigan Ave. formerly known as **“Ypsilanti Mobile Village”** which consists of approximately 6.52 acres with the legal description being attached hereto and incorporated by reference and labeled Exhibit 2; and

**WHEREAS**, on **April 4, 2013** Washtenaw County Treasurer Catherine McClary filed in the Washtenaw County Register of Deeds at Liber 4969 Page 351 the **“Notice of Judgment and Foreclosure”** confirming that the Judgment of Foreclosure and Order entered by Circuit Court Judge Swartz on **February 20, 2013 “... became final and unappealable on March 13, 2013,”**

a copy of said Notice of Judgment of Foreclosure being attached hereto and incorporated by reference and labeled Exhibit 3; and

**WHEREAS**, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled **“City of Bay City vs Bay County Treasurer”** held that under the GPTA that “. . . **the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff’s council. Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant’s part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality’s professed ‘public’ purpose”** a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 4; and

**WHEREAS**, from **2007** through **2013** the commercial tax base of the Township has decreased **\$126,293,103.00** in **“State Equalized Value”** and has also suffered a **\$52,552,646.00** decrease in taxable value for the same time period; and

**WHEREAS**, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **“First Right of Refusal”** to acquire the commercial property located at 953 East Michigan Ave., constitutes a **“Public Purpose”** as set forth in the Court of Appeals case entitled **“City of Bay City vs Bay County Treasurer”** since it is imperative that in order for the Township to continue to provide essential public services to its residents to promote and protect the public health, safety and welfare of the Township that the Township continues in its ongoing efforts to rebuild and redevelop the Township’s commercial tax base; and specifically this subject property given its strategic location along the East Michigan Avenue corridor which is one of the major gateways into the Township; and

**WHEREAS**, the Township expended significant financial resources in an effort to abate the Public Nuisance that was created at 953 East Michigan Ave. over a number of years which included but was not limited to drug trafficking, prostitution, felonious assaults, etc. etc.

Those efforts culminated in a series of Court Orders being issued by Washtenaw County Circuit Court Judge Donald E. Shelton which included the removal of all mobile home units from said property along with an ***“Order Declaring Two Structures Remaining at Ypsilanti Mobile Village a Continuing Public Nuisance”*** which was entered by the Court on ***December 21, 2011***; and

***WHEREAS***, the Township has been advised by the Washtenaw County Treasurer’s Office that the minimum bid price for the property located at 953 East Michigan Ave. is ***\$47,110.00***;

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

1. That the Township hereby finds and determines that the exercise of its ***“First Right of Refusal”*** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled ***“City of Bay City vs Bay County Treasurer”*** to purchase the commercial property located at 953 East Michigan Ave. constitutes a ***“Public Purpose”*** since it is imperative that in order for the Township to continue to provide essential public services to its residents to promote and protect the public health, safety and welfare of the Township that the Township continues in its ongoing efforts to rebuild and redevelop the Township’s commercial tax base.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase 953 East Michigan Ave. under the Township’s ***“First Right of Refusal”*** for a minimum bid which per the Washtenaw County Treasurer’s Office is ***\$47,110.00***.

3. That the Township authorizes the payment of ***\$47,110.00*** for the purpose of acquiring 953 E. Michigan Ave. pursuant to the Township’s ***“First Right of Refusal”*** for the ***“Public Purpose”*** as defined herein.

# ***Exhibit 1***





STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 22nd JUDICIAL CIRCUIT  
WASHTENAW COUNTY

In the Matter of the petition of the  
Washtenaw County Treasurer for  
foreclosure of property for unpaid  
delinquent taxes, interest, penalties, and  
fees.

Civil Action No. 12-633-CZ

LMS

Hon. David S. Swartz

Theodore W. Seitz (P60320)  
M. Catherine Wilcox (P73340)  
Attorneys for Petitioner Washtenaw County  
Treasurer  
Dykema Gossett PLLC  
Capitol View  
201 Townsend Street, Suite 900  
Lansing, MI 48933  
(517) 374-9100

HEARING DATE: February 20, 2013

HEARING TIME: 1:30 p.m.

This is a final order which,  
resolves all pending claims  
and closes the case pursuant  
to MCR 2.602(A)(3)

JUDGMENT OF FORECLOSURE AND ORDER

At a court session held in the City of Ann Arbor, County of Washtenaw  
State of Michigan on  
February 20, 2013.

PRESENT: The Honorable David S. Swartz  
Circuit Court Judge, 22nd Judicial Circuit  
Washtenaw County

CIRCUIT COURT

2013 FEB 20 A 8:15

FILED

This matter is before the Court as a result of Petitioner Washtenaw County Treasurer's  
Petition and Amended Petition for Foreclosure and supporting documents (collectively  
"Petition") filed as required by The General Property Tax Act, 1893 PA 206, as amended, MCL  
211.1 to MCL 211.157 ("GPTA"). The Court has read and considered the Petition.

The Petition identified parcels of property forfeited to the petitioning Washtenaw County  
Treasurer ("Petitioner") on March 1, 2012 under section 78g of the GPTA, MCL 211.78g, and  
set forth the amount of the unpaid delinquent taxes, interest, penalties, and fees for which each

Washtenaw County Treasurer

Time Submitted for Recording  
Date 2-28 2013 Time 10:45 AM  
Lawrence Kestenbaum  
Washtenaw County Clerk/Registrar



parcel of property was forfeited. Pursuant to the GPTA, the Petition further sought a judgment vesting absolute title to each parcel of property identified in the Petition for each parcel of property not redeemed at any time on or before the April 1, 2013 immediately succeeding entry of a judgment foreclosing the property under section 78k, or in a contested case within 21 days of the entry of a judgment foreclosing the property under section 78k. MCL 211.78g(3).

The Petitioner has filed with the Clerk of this Court proof of service of notice, visitation, and publication, as required by section 78k(1) of the GPTA, MCL 211.78k(1).

A hearing on the Petition and any objections was held in accordance with MCL 211.78k on February 20, 2013, at 1:30 p.m., and all parties interested in any property subject to foreclosure appearing were heard. The Court finds that all persons entitled to notice and an opportunity to be heard have been provided that notice and opportunity.

The Court has considered the Petition and all other information submitted to the Court.

THEREFORE, IT IS JUDGED AND ORDERED, that:

1. In accordance with MCL 211.78h(2), Petitioner has requested that parcels of property listed in the Petition for Foreclosure that have been redeemed be removed from the Petition. Petitioner also has requested that certain parcels of property be removed from the Petition for Foreclosure because Petitioner has determined under MCL 211.78h(3) that title to each such parcel of property is held by a person who is undergoing a substantial financial hardship or is incompetent. Finally, Petitioner has requested that certain parcels of property be removed from the Petition for Foreclosure because: (a) Petitioner is not satisfied that the requirements of the General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.157, have been satisfied with respect to such a parcel; (b) pursuant to MCL 211.78i(2);

Petitioner is not satisfied that all persons with an interest in such a parcel have been accorded the minimum due process required under the Michigan Constitution of 1963 and the Constitution of the United States of America; or (c) foreclosure of such a parcel may be prohibited by federal law. Accordingly, parcels not listed at Exhibit A to this Judgment are removed from the Petition for Foreclosure.

2. Each parcel of property listed in the Petition for Foreclosure not ordered in this Judgment to be removed from the Petition and not redeemed by the payment of unpaid delinquent taxes, interest, penalties, and fees pursuant to section 78g of the GPTA, MCL 211.78g, is listed at Exhibit A to this Judgment. Exhibit A to this Judgment contains the legal description of each such parcel of property. The amount of forfeited delinquent taxes, interest, penalties, and fees set forth against each parcel is valid. Accordingly, judgment of foreclosure is entered in favor of the Petitioner against each parcel of property listed at Exhibit A for payment of all forfeited delinquent taxes, interest, penalties, and fees.

3. Except as otherwise provided in this Judgment, fee simple title to each property listed at Exhibit A to this Judgment will vest absolutely in the Petitioner without any further rights of redemption, if all forfeited delinquent taxes, interest, penalties, and fees are not paid to the Washtenaw County Treasurer on or before the April 1, 2013 immediately succeeding the entry of this Judgment.

4. Except as otherwise provided in this Judgment, all liens against each foreclosed parcel of property, including any lien for unpaid taxes or special assessments, except future installments of special assessments and liens recorded by this state or the foreclosing governmental unit pursuant to the Natural Resources and Environmental Protection Act, 1994

PA 451, as amended, MCL 324.101 to 324.90106, are extinguished, if all forfeited delinquent taxes, interest, penalties, and fees are not paid to the Washtenaw County Treasurer on or before the April 2, 2013 immediately succeeding the entry of this Judgment.

5. Except as otherwise provided in this Judgment, Petitioner has good and marketable fee simple title to the foreclosed property, if all forfeited delinquent taxes, interest, penalties, and fees are not paid to the Washtenaw County Treasurer on or before the April 1, 2013 immediately succeeding the entry of this Judgment.

6. All existing recorded and unrecorded interests in the foreclosed property are extinguished, except any visible or recorded easement or right-of-way, private deed restrictions, interests of a lessee or an assignee of an interest of a lessee under a recorded oil or gas lease, interests in oil or gas in that property that are owned by a person other than the owner of the surface that have been preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291 or restrictions or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 to 324.90106, if all forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the April 2, 2013 immediately succeeding entry of this Judgment.

7. Except as otherwise provided in this Judgment, fee simple title to each parcel of property set forth at Exhibit A to this Judgment, on which forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the April 1, 2013 immediately succeeding the entry of this Judgment shall vest absolutely in the Petitioner, and the Petitioner shall have absolute title to the property.

8. The Petitioner's title is not subject to any recorded or unrecorded lien and shall not be stayed or held invalid except as otherwise provided in this Judgment and provided in section 78k(7), MCL 211.78k(7), or section 78k(9), MCL 211.78k(9) of the GPTA.

9. The Petitioner is directed to issue and record with the Washtenaw County Clerk of the Court a redemption certificate, as required by section 78g(6) of the GPTA, MCL 211.78g(6) for each parcel of property listed at Exhibit A to this Judgment and redeemed on or before the April 1, 2013 immediately succeeding entry of this Judgment.

10. For each parcel of property listed at Exhibit A to this Judgment neither redeemed nor subject to an appeal under section 78k(7) of the GPTA, MCL 211.78k(7), the Petitioner is directed to record with the Washtenaw County Clerk/Register of Deeds a notice of this Judgment, as required by section 78k(8) of the GPTA, MCL 211.78k(8).

11. Upon entry, the Clerk of this Court is directed to forward a copy of this Judgment to the Petitioner, indicating the date and time of the entry of this Judgment.

12. This is a final order with respect to each parcel affected by this Judgment and unless appealed pursuant to MCL 2.1178k(7) shall not be modified, stayed, or held invalid after April 1, 2013.

This Judgment and Order is entered on this 20th day of February, 2013, at 2:00 p.m. and resolves the last pending claim and closes the case.



Hon. David S. Swartz  
Circuit Court Judge  
22nd Judicial Circuit – Washtenaw County

# ***Exhibit 2***



Page: 3 of 3  
09/21/2004 11:19A  
L-4426 P-34

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel I:**

Commencing at the North ¼ corner of Section 10, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, thence S 00° 10' 55" E 1089.21 feet along the North-South ¼ line of said Section 10; thence S 74° 40' 01" W 203.49 feet along the center line of Michigan Avenue; thence S 75° 54' 21" W 46.34 feet along the center line of Michigan Avenue to the Point of Beginning; thence S 75° 54' 21" W 308.26 feet along the East line of Johnsons Place Subdivision, as recorded in Liber 6 of Plats, Page 22, Washtenaw County Records; thence S 88° 24' 02" W 59.34 feet along the North line of said Johnsons Place Subdivision; thence N 01° 06' 15" W 228.69 feet; thence S 88° 36' 37" E 195.77 feet; thence S 00° 10' 55" E 100.11 feet; thence N 89° 49' 05" E 313.00 feet; thence S 00° 10' 55" E 600.46 feet to the Point of Beginning, being a part of the Northwest ¼ of Section 10, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan.

**Parcel II:**

A parcel of land located in the Northwest ¼ Section 10, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, being further described as follows: Commencing at the North ¼ corner of said Section 10 distant due South 553.08 feet along the North/South ¼ line of said Section 10 and S 89° 56' 52" West 168.00 feet to the true point of beginning; thence S 01° 36' 39" East, a distance of 245.21 feet; thence S 88° 22' 14" West, a distance of 77.01 feet; thence N 00° 48' 08" West, a distance of 247.26 feet; thence N 89° 56' 52" East, a distance of 73.55 feet to the true Point of Beginning.

Commonly known as: 953 Michigan Avenue  
Parcel Identification No. 11-10-205-039 *PT*



# ***Exhibit 3***





# Notice of Judgment of Foreclosure

Michigan Department of Treasury  
3731 (3-04)

Required by section 78k(8) of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k(8).

On 02/20/2013 in Civil Action No. 12-633-CZ in the Circuit Court for the 22nd Circuit, WASHTENAW County, entered a Judgment of Foreclosure in the Matter of the Petition of the County Treasurer against the property described below vesting absolute title to the real property described below in the County Treasurer of the County of WASHTENAW, as provided by Section 78k of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k, if not redeemed by March 31, 2013. Under the General Property Tax Act, the Judgment of Foreclosure became final and unappealable on March 31, 2013.

Parcel No. <u>K -11-10-205-039</u> Owner According to Tax Record: <u>CORMELLO, LLC</u>	Property Forfeited to County Treasurer on <u>March 1, 2012</u> . Certificate of Forfeiture recorded at: <u>Liber 4896</u> , Page <u>445</u>
Property Address (if available): <u>953 E MICHIGAN AVE</u> <u>YPSILANTI MI 48198</u>	Judgment of Foreclosure recorded at: <u>Liber 4960</u> , Page <u>144</u>
County: <u>WASHTENAW</u> Local Unit Name: <u>TOWNSHIP OF YPSILANTI</u> Local Unit Code: <u>K</u>	
Legal Description of the Property: COM AT N 1/4 COR SEC 10, T38-R7E, YPSI TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S 1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO POB: TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N 00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S 88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N 01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05 E 73.55 FT; TH S (CONTINUED)	
Date <u>04/03/13</u>	County Treasurer Signature 
State of Michigan County of <u>WASHTENAW</u> Subscribed to and sworn before me on this 3rd day of April, 2013. Notary Public: <u>Jessie E. Bow</u> My Commission Expires: June 19, 2018	Drafted by and when recorded, return to: County Treasurer for the County of <u>WASHTENAW</u> Address: <u>CATHERINE MCCLARY, CPFO</u> <u>PO BOX 8645</u> <u>200 NORTH MAIN ST, SUITE 200</u> <u>ANN ARBOR, MI 48107-8645</u>

Time Submitted for Recording  
Date 4-3-2013 Time 1:22 PM  
Lawrence Kestenbaum  
Washtenaw County Clerk/Registrar

74

\*\*\* CONTINUATION OF LEGAL - Property ID No K -11-10-205-039 \*\*\*  
00-10-55 E 245.21 FT; TH S 88-11-19 W 77.01 FT; TH S 00-10-55 E 353.20 FT TO POB.  
BEING PT OF NW 1/4 SEC 10. CONTAINING 6.93 AC \-. BEING SUBJ TO RIGHTS OF PUBLIC OVER  
S 50 FT THEREOF AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT. OR 0.34 ACRE)

# ***Exhibit 4***

STATE OF MICHIGAN  
COURT OF APPEALS

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CITY OF BAY CITY,

Plaintiff/Counterdefendant-  
Appellant,

v

BAY COUNTY TREASURER,

Defendant/Counterplaintiff-  
Appellee.

FOR PUBLICATION

April 5, 2011  
9:05 a.m.

No. 294556

Bay Circuit Court  
LC No. 08-003598-CZ

Advance Sheets Version

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Before: FORT HOOD, P.J., and BORRELLO and STEPHENS, JJ.

BORRELLO, J.

Plaintiff appeals as of right the trial court's order denying its claim to declaratory and mandamus relief following a bench trial. For the reasons set forth in this opinion, we reverse.

I. FACTS

The relevant facts are largely undisputed. Under the current statutory tax-foreclosure scheme, the state of Michigan has a right of first refusal to purchase any tax-foreclosed properties in the state. MCL 211.78m(1). If the state declines to purchase a property, the city, village, or township within whose limits the property is located may purchase it "for a public purpose." *Id.* The price of purchase (referred to as the "minimum bid") is set at what the minimum bid would be if the property were being auctioned off, which is determined by adding all taxes, interest, and fees owed on the property, so that the foreclosing governmental unit (FGU) breaks even on the property. MCL 211.78m(11). Before 1999, the state administered the tax-foreclosure scheme in every Michigan county. In 1999, the Legislature passed Public Act 123, which allowed counties to "opt-in" and replace the state as the FGU, administering foreclosures within their jurisdictions. MCL 211.78(3), as amended by 1999 PA 123. On December 14, 2004, Bay County elected to name its treasurer, defendant, as its FGU.

Starting in 2005, defendant, as the FGU, began foreclosing on properties, but plaintiff did not seek to purchase any foreclosed properties until 2008. In 2008, defendant foreclosed on 16 parcels within plaintiff's limits. Plaintiff informed defendant that it wished to purchase four of the parcels and forwarded a check to defendant in the amount of the total of the minimum bids for the four parcels. Defendant determined that he was not obligated to sell the parcels to plaintiff unless he was satisfied that plaintiff would be returning the property to a position in

which the property would generate tax revenue. Following defendant's determination, officials of plaintiff and Bay County met to discuss the issue and come to an understanding, but they were not able to reach an agreement. On August 22, 2009, plaintiff filed this action against defendant for declaratory and mandamus relief. Plaintiff sought a declaration that its stated public purpose for the parcels was valid and a writ of mandamus directing defendant to transfer title to the parcels.

The properties sought by plaintiff were located at 105 West Thomas, 1216 Park Avenue, 606 Wilson, and 1906 Broadway. In its complaint, plaintiff stated its public purpose was "to reduce the number of vacant tax reverted properties within [plaintiff]'s limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties" and that, through redevelopment of the properties, plaintiff "will ensure a healthy and growing tax base."

Both parties moved for summary disposition, with plaintiff arguing that there were only two conditions placed on the conveyance of property: that plaintiff tenders the purchase price to the FGU and that plaintiff has a public purpose for the property. Plaintiff argued it was undisputed that both of these requirements were fulfilled; hence, defendant had a clear legal duty to convey the properties, and plaintiff had a clear legal right to the performance of that duty. Defendant argued he had a statutory duty "to confirm that the municipality wants the requested property for a public purpose and that the municipality will be able to accomplish that purpose efficiently and expeditiously." He asserted that plaintiff had no public purpose for the Park Avenue, Broadway, and West Thomas properties, and that plaintiff would not be able to achieve its public purpose for the Wilson property efficiently and expeditiously. The trial court denied both parties' motions, and the case went to a bench trial.

At trial, defendant testified that it was unclear that plaintiff had a public purpose for the properties. Stephen Black, plaintiff's Deputy City Manager of Community Development, testified that plaintiff sought to acquire the Broadway property in order to tear down the building thereon and use the land as a parking lot for the adjacent property, which the city already owned. The Park Avenue property, according to Black, presented health and safety issues because it was "severely impacted by cat urine." Black said that foreclosure of the West Thomas property presented an opportunity to eliminate a multi-family home, noting that multi-family homes generate complaints in single-family areas. The city planned to either demolish the home or redevelop it. Defendant testified that the West Thomas property was a single-family, not a multi-family, dwelling. As for the Wilson property, Black testified it was a vacant lot that the city was considering conveying to Habitat for Humanity for it to build a new home.

The trial court found for defendant with respect to the Wilson and Broadway parcels, and for plaintiff with respect to the Park Avenue and West Thomas parcels. The parties agreed that, pending appeal, defendant would not "auction, sell, or otherwise dispose of" the Park Avenue, West Thomas, and Wilson properties and that it would not convey the Park Avenue and West Thomas properties to plaintiff. Plaintiff agreed not to seek the Broadway property.

Because defendant did not appeal the decision with respect to the Park Avenue and West Thomas properties, and because plaintiff agreed not to pursue its claim to the Broadway property, the only property at issue in this appeal is the Wilson property.

## II. MOOTNESS

Defendant argues on appeal that this claim is moot because he has offered to settle the suit by conveying the Wilson property to plaintiff. According to defendant, this removes any case or controversy between the parties. Defendant also argues that this does not fall into the mootness exception “carved out for those situations where . . . the issue is of public significance and likely to recur while also likely to evade judicial review.” Defendant argues that it is speculative whether plaintiff will seek to purchase tax-foreclosed property from defendant again and that even if it does, it is only speculative that defendant will refuse to convey the property, and that even if both of these things occur, there will be opportunity for judicial review of the issue at that time.

Plaintiff denies the assertion that there is no case or controversy between the parties. Plaintiff argues that an offer to settle does not render a case moot unless the offer is accepted, and plaintiff has not accepted defendant’s offer to convey the property in question. Plaintiff also notes that defendant has not conceded the legal points at issue in this case. Regarding the mootness exception for cases involving issues of public significance that recur but are likely to evade judicial review, plaintiff points out that, although it did not purchase any tax-foreclosed properties in 2009, it has regularly purchased tax-foreclosed properties in the past and certainly will do so in the future. And plaintiff argues that, if defendant’s settlement offer renders the issue moot, there is a possibility that the issue will evade judicial review because defendant could simply convey the property every time plaintiff challenges its refusal to do so.

In *MGM Grand Detroit, LLC v Community Coalition for Empowerment, Inc*, 465 Mich 303; 633 NW2d 357 (2001), the Detroit City Council passed an ordinance allowing the plaintiff to use a specified site to build a casino. *Id.* at 311-312 (CAVANAGH, J., dissenting). The defendant conducted a petition drive in an attempt to refer the ordinance, but the city clerk denied the petition on the ground that the ordinance was exempt from referendum. *Id.* at 312. The plaintiff sought a declaratory judgment that the ordinance was in fact exempt from referendum. *Id.* After the trial court granted the plaintiff’s motion for summary disposition, the plaintiff went ahead with its casino construction, although the defendant had filed a claim of appeal with this Court. *Id.* at 312-313. Our Supreme Court addressed the issue of mootness in light of these developments. Justice CAVANAGH’s dissent, which Justice KELLY joined, concluded that the defendant could not have the relief it sought, because even if the referendum were allowed and the ordinance defeated, the casino would remain as an allowed, prior nonconforming use of the land. *Id.* at 313-314. The majority rejected this conclusion, holding that “a party can not [sic] obliterate an opponent’s appeal, on the basis of mootness, by so changing the status quo during the appeal . . . that [it] can then argue it is impossible to return to the situation that existed when the appeal was filed.” *Id.* at 307.

This case presents the reverse situation—defendant seeks to render the appeal moot not by making it impossible for plaintiff to have the relief it seeks, but by giving plaintiff that relief. In *Oak Park & River Forest High Sch Dist 200 Bd of Ed v Ill State Bd of Ed*, 79 F3d 654, 659 (CA 7, 1996), the Seventh Circuit of the United States Court of Appeals held that a party’s “strategic choice [not to ‘cut its losses’ by settling] does not make [a] lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not *make* the suit moot.” (Citations

omitted; emphasis in original.) Relative to the issues presented in this case, we find the reasoning of the Seventh Circuit persuasive. Here, defendant has offered a settlement. We note that a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy.

Additionally, as plaintiff notes, even if it received the Wilson property, this would only satisfy the mandamus claim. Plaintiff also sought a declaratory judgment that its “stated public purpose is a valid public purpose under the laws of the State of Michigan.” Because defendant will not and cannot give plaintiff such a declaration, there is still a controversy that this Court may decide. Although the nature of the action by which defendant seeks to render this case moot differs from that in *MGM Grand Detroit*, that case did hold that a defendant may not unilaterally render a case moot “by . . . changing the status quo during the appeal.” *MGM Grand Detroit*, 465 Mich at 307. Similarly, the fact that plaintiff has not accepted defendant’s offer to settle the suit by conveying the property to plaintiff because it desires a favorable precedent does not render the case moot. *Oak Park*, 79 F3d at 659. Accordingly, we hold that the issues presented in this case are not rendered moot by defendant’s offer of settlement.

### III. PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m requires it to have a public purpose to purchase the Wilson property and that it sought the property to build a new home, which qualifies as economic development and therefore is a public purpose. Plaintiff further contends that defendant refused to convey the property because he did not believe that the public purpose could be accomplished “‘efficiently’ and ‘expeditiously.’” According to plaintiff, the statute only requires a public purpose and not these additional conditions. Conversely, defendant argues that the intent of MCL 211.78m will not be carried out unless properties are purchased by municipalities for a public purpose that can be efficiently and expeditiously carried out. Defendant points out that in other contexts, Michigan courts have interpreted “public purpose” to be more than just a speculative idea or a future possibility and that without a requirement of a detailed plan that can be expeditiously carried out, the “public purpose” requirement is illusory. According to the trial court, plaintiff’s “proposal [regarding the Wilson property] does not promote the prosperity and general welfare of the residents of Bay City” and was “too speculative to constitute a proper public purpose.”

“A trial court’s decision regarding a writ of mandamus is reviewed for an abuse of discretion.” *Casco Twp v Secretary of State*, 472 Mich 566, 571; 701 NW2d 102 (2005). A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006). However, “whether defendant had a clear legal duty to perform and whether plaintiff had a clear legal right to the performance of that duty . . . are questions of law, which this Court reviews de novo.” *Carter v Ann Arbor City Attorney*, 271 Mich App 425, 438; 722 NW2d 243 (2006). Similarly, this Court reviews de novo the legal question of the interpretation of a statute. *People v Moore*, 470 Mich 56, 61; 679 NW2d 41 (2004); *Robertson v DaimlerChrysler Corp*, 465 Mich 732, 739; 641 NW2d 567 (2002).

In *Tuggle v Dep’t of State Police*, 269 Mich App 657, 668; 712 NW2d 750 (2006), this Court held that mandamus is appropriate where (1) the plaintiff has a clear legal right to

performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result. See also *Lickfeldt v Dep't of Corrections*, 247 Mich App 299, 302; 636 NW2d 272 (2001); *Delly v Bureau of State Lottery*, 183 Mich App 258, 260-261; 454 NW2d 141 (1990).

MCL 211.78m(1) provides, in relevant part:

Not later than the first Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the right of first refusal to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under this section by payment to the foreclosing governmental unit of the minimum bid. . . .

At trial, defendant seemingly conceded that plaintiff stated a public purpose for purchasing the Wilson property. On appeal, however, he argues that plaintiff's public purpose was unclear. He claims that plaintiff sought to obtain the properties "in order to minimize a 'real and present danger' and to remove 'blighted conditions on the subject properties.'" But according to the complaint, plaintiff sought the property "to reduce the number of vacant tax reverted properties within Bay City's limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties." And the resolution passed by plaintiff authorizing it to acquire the properties reads, in relevant part, as follows:

**Whereas**, the City of Bay City desires to acquire selected tax-reverted properties for the purpose of stimulating private investment through the redevelopment of each property; and

**Whereas**, by improving and selling the various parcels, these economic development efforts will ensure a healthy and growing tax base . . . .

Thus, plaintiff demonstrated a public purpose beyond minimizing dangers and abating blight. Cf. *Kelo v City of New London*, 545 US 469, 484; 125 S Ct 2655; 162 NW2d 439 (2005) (rejecting the argument that economic development does not qualify as a public use in an eminent domain case and stating that "[p]romoting economic development is a traditional and long-accepted function of government").

However, defendant argues that the statutory scheme requires that the identified public purpose be capable of being efficiently and expeditiously carried out. Plaintiff asserts that the trial court's conclusion that plaintiff's plan to construct a new home on the Wilson property was too "speculative to constitute a proper public purpose" essentially incorporates the requirements that a public purpose must be executed efficiently and expeditiously. The terms "efficiently," "expeditiously," and "speculative" are not found in MCL 211.78m(1). The statute clearly and



unambiguously provides that if the “state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase” the property “for a public purpose.” MCL 211.78m(1). If the language in a statute is clear and unambiguous, this Court assumes that the Legislature intended its plain meaning, and the statute must be enforced as written. *Roberts v Mecosta Co Gen Hosp*, 466 Mich 57, 63; 642 NW2d 663 (2002). This Court “may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself.” *Id.* Similarly, this Court should not “judicially legislate by adding language to the statute.” *Empire Iron Mining Partnership v Orhanen*, 455 Mich 410, 421; 565 NW2d 844 (1997). In *Advisory Opinion on Constitutionality of 1976 PA 295*, 1976 PA 297, 401 Mich 686, 696; 259 NW2d 129 (1977), our Supreme Court stated that “the determination of what constitutes a public purpose is primarily the responsibility of the Legislature, and . . . the concept of public purpose has been construed quite broadly in Michigan.” Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and that essentially usurp the Legislature’s authority to determine what constitutes a public purpose.

We note that while MCL 211.78m(1) does not contain any language requiring the property to be purchased for a public purpose that can be carried out efficiently and expeditiously, such language is found in MCL 211.78(1):

The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property returned for delinquent taxes. Therefore, the powers granted in this act relating to the return of property for delinquent taxes constitute the performance by this state or a political subdivision of this state of essential public purposes and functions.

The reference to “efficient and expeditious return to productive use” in this legislative finding is not a constraint on the public purpose identified by a city, village, or township purchasing tax-delinquent property under MCL 211.78m(1). Rather, it is a statement of the purposes of the tax-reversion statutory scheme. Due to the perception of the Legislature that the existing statutory provisions addressing reverted properties were inefficient, the Legislature revamped the General Property Tax Act in 1999 PA 123 in order to effectuate “the efficient and expeditious return to productive use of property returned for delinquent taxes.”<sup>1</sup> This is the

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<sup>1</sup> The legislative analysis prepared for 1999 PA 123 states that the then current “tax delinquent property reversion process takes about six years to complete.” House Legislative Analysis, HB 4489, July 23, 1999, p 1. In order to address this delay in returning tax-delinquent property to tax-current status, while still honoring the rights of property owners, the legislation revamping the tax-reversion process was proposed. *Id.*, p 2. While the use of legislative analysis has been criticized as being unpersuasive in terms of statutory construction, such analyses do have probative value in certain circumstances, see, e.g., *Kinder Morgan Michigan, LLC v City of Jackson*, 277 Mich App 159, 170; 744 NW2d 184 (2007), and continue to be cited in cases

public purpose of the GPTA, not the public purpose of a city, village, or township purchasing tax-delinquent property.<sup>2</sup>

It is not the prerogative of this Court to “judicially legislate by adding language to [a] statute.” *Empire Iron*, 455 Mich at 421. In this case, the trial court essentially imposed a constraint on what constitutes a public purpose that is not found within the language of MCL 211.78m(1). Plaintiff’s stated purpose was to improve and sell the property. Whether it could do so efficiently and expeditiously was relevant to plaintiff’s ability to carry out its purpose, but was not relevant to the question whether plaintiff was purchasing the property “for a public purpose” as required by MCL 211.78m(1).

We hold that the trial court erred in finding for defendant with respect to the Wilson property by adding conditions on a “public purpose” that are not found within the clear and unambiguous language of MCL 211.78m(1). Given the evidence presented, including defendant’s admission at trial that plaintiff had stated a public purpose, there was no basis for the trial court to find in favor of defendant regarding the Wilson property. Because the trial court added language to the statute to arrive at its conclusions, it abused its discretion in denying mandamus relief to plaintiff.

#### IV. COUNTY TREASURER’S AUTHORITY TO MAKE AN INDEPENDENT ASSESSMENT OF PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m(1) gives no authority to defendant to question plaintiff’s determination of public purpose. According to plaintiff, such a determination is traditionally considered a legislative function, and is thus properly left to plaintiff, as a legislative body. Plaintiff contends that unless the statute says otherwise, the power to review plaintiff’s decision lies in the courts, the body that traditionally reviews actions for their consistency with the laws. Finally, plaintiff argues that the proper course of action would be for defendant to obey the statute’s command that it sell the property to plaintiff. If it later becomes evident that plaintiff does not have a public purpose for the property, a party with standing could bring suit to challenge the purchase of the property.

Conversely, defendant argues that it does not usurp the function of the courts for an FGU to review a municipality’s determination of public purpose. Defendant contends that if the courts can review the FGU’s determination, judicial review is still possible. Additionally, defendant argues that he is in the best position to determine which properties to allow municipalities to purchase at the minimum bid and which properties to put to public auction to best manage and maintain the integrity of the delinquent tax revolving fund.

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involving statutory interpretation, see, e.g., *Bush v Shabahang*, 484 Mich 156, 174 n 29; 772 NW2d 272 (2009).

<sup>2</sup> In some ways, this is an example of the classic fallacy of equivocation. The term “public purpose” is being used in two different, albeit related, ways in MCL 211.78(1) and MCL 211.78m(1).

As noted above, MCL 211.78m(1) requires property purchased by a municipality under the statute to be purchased “for a public purpose.” The statute does not, however, specify who makes the determination whether a purpose constitutes a public purpose, nor does it specify what body, if any, may review that determination.

Although defendant claims that the statute empowers him to review plaintiff’s determination of public purpose, he makes no argument in support of this assertion. His argument, instead, is that it will benefit the entire county if he is allowed to decide which properties are sold to municipalities and which go to auction. But this argument does not relate to the question of public purpose—instead, defendant’s argument is that he should have general discretion to sell or not sell properties to municipalities on the basis of what most benefits the county.

Plaintiff argues that its council is the proper body to determine whether there is a public purpose, because it consists of “the elected representatives of the people.” *Horton v Kalamazoo*, 81 Mich App 78, 81; 264 NW2d 128 (1978), quoting *Gregory Marina, Inc v Detroit*, 378 Mich 364, 394; 144 NW2d 503 (1966) (T. M. KAVANAGH, C.J.). Defendant points out that he is also an elected representative, elected by a larger constituency than plaintiff’s council.

More to the point, however, is plaintiff’s separation of powers argument. As noted previously in this opinion, our Supreme Court has stated that “the determination of what constitutes a public purpose is primarily the responsibility of the Legislature.” *1976 PA 295*, 401 Mich at 696; accord *Gregory Marina, Inc*, 378 Mich at 394-395 (T. M. KAVANAGH, C.J.) (noting that determination of public purpose is a legislative, not a judicial, question); *Advisory Opinion on Constitutionality of 1986 PA 281*, 430 Mich 93, 129-130; 422 NW2d 186 (1988) (stating that Michigan has “recognized a liberal version of the public purpose doctrine”). The determination of public purpose is an essentially legislative function, see MCL 211.78, and plaintiff’s council is a legislative body. The review of an action of the Legislature for compliance with the law is an essentially judicial function. The language of the portion of the statute at issue contemplates no discretionary or decision-making role for any executive body. Indeed, the FGU’s role in a city’s purchase of property is essentially administrative, as well as mandatory: “If property is purchased by a city, village, township, or county under this subsection, the [FGU] shall convey the property to the purchasing city, village, township, or county within 30 days.” MCL 211.78m(1) (emphasis added). The statute’s use of the word “shall” indicates a mandatory act, not a permissive one. *People v Francisco*, 474 Mich 82, 87; 711 NW2d 44 (2006).

In keeping with precedent, we hold that the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with plaintiff’s council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on defendant’s part to sell the property to plaintiff, granting him no discretion to decide not to sell such property, the statute does not empower a county treasurer such as defendant to make an independent determination as to a municipality’s professed “public purpose.” Pursuant to MCL 211.78m, the selling of property is a mandatory act by defendant, not a discretionary one. For these reasons, the trial court erred to the extent it implicitly held that defendant had a right to review plaintiff’s determination of public purpose, and it abused its discretion by denying plaintiff mandamus relief.

Reversed and remanded. No costs are awarded to either party, a public question being involved. MCR 7.216(A)(7) and MCR 7.219(A).

/s/ Stephen L. Borrello  
/s/ Karen M. Fort Hood  
/s/ Cynthia Diane Stephens

## CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik  
Office of Community Standards

Re: Request to Approve Grant Contract with the Michigan Land Bank Fast Track Authority for the Demolition of Liberty Square in the amount of \$653,840

Date: May 7, 2013

Copy To: Javonna Neel, Accounting Director  
Doug Winters, Attorney

Last year, the Office of Community Standards applied for a grant through the Michigan Blight Elimination Program to facilitate the demolition of 151 townhouses at Liberty Square to comply with a circuit court order that declared the complex to be a public nuisance. A preliminary award was made on February 15, 2013, subject to a feasibility review.

The feasibility review of the Liberty Square grant application has been completed and the consultant overseeing the Blight Elimination Program has recommended final approval. A proposed contract has been received from the Michigan Land Bank Fast Track Authority, which has been reviewed by legal counsel and found to be in proper form.

I respectfully request that the Board of Trustees approve the attached agreement between the Charter Township of Ypsilanti and the Michigan Land Bank Fast Track Authority for the demolition of Liberty Square in the amount of \$653,840 and authorize signatures as indicated.

Thank you for your thoughtful consideration. Please contact me with questions or concerns.

**GRANT CONTRACT FOR DEMOLITION**  
BETWEEN THE  
MICHIGAN LAND BANK FAST TRACK AUTHORITY  
AND CHARTER TOWNSHIP OF YPSILANTI

This Grant Contract (“Contract”) is made between the Michigan Land Bank Fast Track Authority (MLB), and Charter Township of Ypsilanti (“Grantee”).

**I. PURPOSE AND PROJECT SCOPE**

**PROJECT NAME:** Charter Township of Ypsilanti

**PROJECT NUMBER:** MLBBE-2013-05

**AMOUNT OF GRANT:** \$653,840.00

(A) The purpose of this Contract is to provide funding in the amount of Six Hundred Fifty Three Thousand Eight Hundred Forty and No/100 Dollars (\$653,840.00) in exchange for work to be performed for the project. The MLB is authorized to provide grant assistance for demolition pursuant to 2012 PA 296 and an Intergovernmental Agreement between the MLB, the Michigan Department of Human Services and the Michigan State Housing Development Authority. MLB has retained ADR Consultants, LLC to perform project management on its behalf. Legislative appropriation of funds for grant assistance is set forth in 2012 PA 296. This Contract is subject to the terms and conditions specified herein.

(B) This Contract and its appendices constitute the entire Contract between the MLB and the Grantee and may be modified only by written agreement between the MLB and the Grantee.

(C) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the MLB under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, in this Contract.

(D) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

**II. CONTRACT PERIOD**

Contract Start Date (date executed by MLB): May 13, 2013 Contract End Date: July 13, 2014

Upon signature by the MLB, the Contract shall be effective from the Start Date until the End Date specified above. The MLB shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

### **III. CONTACTS**

#### **GRANTEE CONTACT:**

Brenda Stumbo/Township Supervisor  
Karen Lovejoy Roe/Township Clerk  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
(734) 544-3730  
[bstumbo@ytown.org](mailto:bstumbo@ytown.org)  
[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)  
Tax ID Number: 38-6007433

#### **MLB CONTACT:**

Jeff Huntington, Property Specialist  
300 N. Washington Sq.  
Lansing, MI 48913  
517-335-8430  
[huntingtonj@michigan.gov](mailto:huntingtonj@michigan.gov)

#### **ADR CONTACT:**

Barry Ellentuck, President  
ADR Consultants, LLC  
6364 Ramwyck Court, Suite C  
West Bloomfield, Michigan 48322  
248-318-9424  
[barryse@adrllc.net](mailto:barryse@adrllc.net)

### **IV. CHANGES**

Any changes to this Contract shall be requested by the Grantee in writing to ADR and approved in writing by the MLB. The MLB reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the MLB.

### **V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Appendix A of this Contract. All deliverables in Appendix A, unless otherwise stated in this Contract, shall be made to ADR at the address set forth in Section III, or electronically as ADR may provide.

### **VI. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The MLB's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The MLB's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or a cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the MLB for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VII. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the MLB funded all or a portion of its development.

The MLB retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the MLB can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

## **VIII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the MLB. The MLB does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **IX. SUBCONTRACTS**

The MLB reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the MLB will consider the Grantee



to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required. Contractors must be procured through a competitive procurement process.

#### **X. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

#### **XI. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

#### **XII. LIABILITY**

(A) The Grantee, not the MLB or ADR, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the MLB in the performance of this Contract is the responsibility of the MLB and not the responsibility of the Grantee if the liability is caused by any MLB employee or agent.

(C) In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the MLB in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the MLB in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the MLB, its agencies, or employees as provided by statute or court decisions.

#### **XIII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member

of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

#### **XIV. ANTI-LOBBYING**

Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the MLB. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

#### **XV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractor:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- (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, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; 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 subsection (2).
- (4) 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.
- (5) Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

#### **XVI. AUDIT AND ACCESS TO RECORDS**

Pursuant to MCL 18.1470 the MLB reserves the right to conduct a programmatic and financial audit of the project, and the MLB may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the MLB. The financial and accounting

records associated with this Contract shall be made available to MLB, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

## **XVII. INSURANCE**

The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

## **XVIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims made to the MLB under this Contract must not be financed by any source other than the MLB under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the MLB, the total amount representing such duplication of funding.

## **XIX. COMPENSATION**

(A) The MLB will pay the Grantee a total amount not to exceed the amount specified in Section 1 of this Contract, and only for expenses incurred for this project. Grantee may not expend more than \$0.00 for administrative costs. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The MLB will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The MLB reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract will be processed by Electronic Funds Transfer (EFT). The Grantee shall register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.mi.gov/cpexpress>).

(F) Final payment will be withheld by the MLB until the project is completed in accordance with Section XX, Closeout, and Appendix A.

## **XX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the MLB after the Grantee has satisfactorily completed the activities and deliverables described in Appendix A.

(B) Upon issuance of final payment from the MLB, the Grantee releases the MLB of all claims against the MLB arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the MLB's claims against the Grantee.

(C) The Grantee shall immediately refund to the MLB any payments in excess of the costs allowed by this Contract.

## **XXI. CANCELLATION**

This Contract may be canceled by the MLB, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the MLB and Grantee. The MLB reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

## **XXII. TERMINATION**

(A) This Contract may be terminated by the MLB as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1 or other applicable law or rules;
- b. If the Grantee knowingly and willingly presents false information to the MLB for the purpose of obtaining this Contract or any payment under this Contract;
- c. If the MLB finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the MLB in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
- d. During the 30-day written notice period, the MLB shall also withhold payment for any findings under subparagraphs a through c, above; or
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the MLB if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving

- stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense that, in the sole discretion of the MLB, reflects on the Grantee's business integrity; or
- e. Added to the federal or State Suspension and Debarment list.

(B) If a grant is terminated, the MLB reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

**XXIII. NOTIFICATION OF DELAYS**

The Grantee shall inform the MLB's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by MLB as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached Appendix A, and used only as set forth herein.

**XXIV. PUBLICITY**

Grantee shall cooperate with MLB and coordinate with MLB for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title (typed or printed)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title (typed or printed)

**FOR THE MLB:**

\_\_\_\_\_  
Kim Homan Date  
Executive Director

**PROJECT  
SCOPE AND REQUIREMENTS  
APPENDIX A**

**I. PROJECT LOCATION**

The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the demolition of the properties at the locations listed in Appendix B.

**II. PROJECT REQUIREMENTS AND SCOPE**

The Grantee shall complete demolition and clearance of structures and contents at the properties identified in Section I, whether above or below ground on each site by the Contract End Date.

1. The Grantee shall carry out the demolition and clearance activities in accordance with the requirements set forth in this Project Scope.
2. The Grantee shall coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work.
3. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environmental Quality (MDEQ) if required by law. Further details and requirements are located on the following websites;  
[http://michigan.gov/deq/0,1607,7-135-3310\\_4106-11856--,00.html](http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html),  
[http://michigan.gov/deq/0,1607,7-135-3307\\_29693\\_30031---,00.html](http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html),  
<http://www.hud.gov/offices/lead> and <http://www.epa.gov/asbestos>.
4. Demolition includes the complete tearing down and razing of a structure and the deconstruction of a structure in compliance with all local and state laws and regulations.
5. Clearance of sites includes removal and disposal of all materials and debris in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
6. ADR will establish specific reporting requirements for the project.

7. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete demolition and clearance of all the properties identified in Section I by the Contract End Date.
  - b. Ensuring adequate quality control.
  - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the contract.
  - d. Coordinating with ADR on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
  - e. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional Funding. Acceptance of the work by MLB will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
  - f. Reporting the status of the project to ADR in accordance with the reporting requirements established by ADR for the Grantee's project. The reports will require, but not be limited to, the following information.
    - i. Weekly Work in Process report
    - ii. Signed approved invoices
    - iii. Landfill receipts
    - iv. Procurement documents - RFP, Contracts, Bid Tabs

### **III. PROJECT COMPLETION**

The Grantee shall submit to ADR, in a timely manner, two (2) complete copies of a Request for Payment form that includes all supporting documentation. The format for the Request for Payment form is Appendix C.

The MLB will make final payment after the project is complete. Project completion means all of the following:

- (1) All structures identified in this Appendix B have been demolished in accordance with the project requirements.
- (2) The Grantee has submitted the final Request for Payment form, including all supporting documentation.

The MLB shall make a determination of project completion based on the recommendation of ADR, and any review of the project and the project file the MLB deem necessary in its sole discretion, including site inspections.

Payment of funds by MLB is based on satisfactory completion of work and successful closeout.



**PROJECT LOCATIONS  
APPENDIX B**

Parcel Number	Street Address			
K -11-24-105-001	3293 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-002	3289 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-003	3285 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-004	3281 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-005	3277 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-006	3273 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-007	3269 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-008	3265 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-009	3261 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-010	3257 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-011	3253 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-012	3249 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-013	3245 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-014	3241 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-015	3237 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-016	3233 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-017	3229 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-018	3225 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-105-019	3221 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-001	3187 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-002	3183 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-003	3179 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-004	3175 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-005	3171 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-006	3167 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-007	3163 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-008	3159 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-009	3155 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-010	3151 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-011	3139 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-012	3135 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-013	3131 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-014	3127 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-015	3123 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-016	3119 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-017	3115 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-106-018	3109 MORRIS AVE	YPSILANTI	MI	48198

Parcel Number	Street Address			
K -11-24-107-001	3194 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-002	3190 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-003	3186 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-004	3182 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-005	3178 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-006	3174 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-007	3170 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-008	3166 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-009	3162 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-010	3158 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-011	3154 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-012	3150 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-107-013	3146 MORRIS AVE	YPSILANTI	MI	48198
K -11-24-108-001	2106 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-002	2108 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-003	2110 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-004	2112 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-005	2114 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-006	2116 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-007	2118 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-008	2120 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-009	2126 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-010	2128 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-011	2130 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-012	2132 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-013	2134 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-014	2136 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-015	2138 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-016	2140 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-017	2142 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-018	2144 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-019	2150 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-020	2152 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-021	2154 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-022	2156 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-023	2158 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-024	2160 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-025	2162 MARGERY ST	YPSILANTI	MI	48198
K -11-24-108-026	2164 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-001	2115 MARGERY ST	YPSILANTI	MI	48198

Parcel Number	Street Address			
K -11-24-109-002	2117 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-003	2119 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-004	2121 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-005	2123 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-006	2125 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-007	2127 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-008	2129 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-009	2131 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-010	2137 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-011	2139 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-012	2141 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-013	2143 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-014	2145 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-015	2147 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-016	2149 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-017	2151 MARGERY ST	YPSILANTI	MI	48198
K -11-24-109-018	2153 MARGERY ST	YPSILANTI	MI	48198
K -11-24-110-001	2116 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-002	2118 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-003	2120 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-004	2122 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-005	2124 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-006	2126 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-007	2128 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-008	2130 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-009	2132 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-010	2138 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-011	2140 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-012	2142 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-013	2144 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-014	2146 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-015	2148 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-016	2150 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-017	2152 NANCY ST	YPSILANTI	MI	48198
K -11-24-110-018	2154 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-001	2107 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-002	2109 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-003	2111 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-004	2115 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-005	2117 NANCY ST	YPSILANTI	MI	48198

Parcel Number	Street Address			
K -11-24-111-006	2119 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-007	2121 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-008	2123 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-009	2129 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-010	2131 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-011	2133 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-012	2135 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-013	2137 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-014	2139 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-015	2141 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-016	2143 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-017	2145 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-018	2147 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-019	2153 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-020	2155 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-021	2157 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-022	2159 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-023	2161 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-024	2163 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-025	2165 NANCY ST	YPSILANTI	MI	48198
K -11-24-111-026	2167 NANCY ST	YPSILANTI	MI	48198
K -11-24-181-001	3207 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-002	3203 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-003	3199 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-004	3195 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-005	3191 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-006	3187 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-007	3183 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-008	3179 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-009	3175 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-010	3171 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-011	3167 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-012	3163 GROVE RD	YPSILANTI	MI	48198
K -11-24-181-013	3159 GROVE RD	YPSILANTI	MI	48198

**PROJECT  
PAYMENT REQUEST FORM  
APPENDIX C**

*FORM ATTACHED*

**PAYMENT REQUEST**

(To be submitted on organization's letterhead)

Date

Barry Ellentuck, ADR Consultants, LLC  
6364 Ramwyck Court, Suite C  
West Bloomfield, MI 48322

RE: Name of Organization  
Address of Organization  
Contact Number

Dear (Program Manager's Name):

In review of the work performed by (contractor named below) and the attached invoice, I request that (\$ \_\_\_\_\_) be released to \_\_\_\_\_, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall)	_____
Name of Contractor/Architect:	_____
Address of Subcontractor	_____
Service(s) Provided	_____
Amount \$	_____

Sincerely,

# OTHER BUSINESS

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*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)

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# MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: May 6, 2013

RE: Approval for hiring Lutz Roofing for 14B Court roof replacement

As you may recall, on March 11, 2013, you authorized that I seek sealed bids for a roof replacement over the 14B Court.

We advertised this bid on April 11, 2013, including a mandatory pre-bid meeting on April 22, 2013. We also (e)mailed out invitations to bid to 11 local companies so that they would be aware of the work, even if they didn't see the advertisement. I will have the list of those companies with me at the Board meeting if you are interested in seeing it.

We had 5 companies present for the pre-bid meeting, and on April 30<sup>th</sup> we held the bid opening with 4 companies submitting bids.

The bids as open were as follows:

Lutz Roofing Co., Inc.	\$269,420
Molnar Roofing Co., Inc.	\$314,200
Royal West Roofing	\$309,800
Schena Roofing & Sheet Metal	\$330,000

On May 3, 2013, I conducted a post bid interview with the apparent low bidder, Lutz Roofing, and introduced him to Magistrate Nelson and all seemed well with the bid they submitted. We all recognized that there will be some inconvenience with noise and all in the Courthouse while this is taking place. We will attempt to work with the schedule that the Magistrate presents us, but he thinks it will be well worth it to rid themselves of the rainy day leaks they get.



Lutz Roofing submitted a 5% bid bond and has listed the Township officials as additionally insured as required. They will also post the necessary performance bond and surety bonds as required in a job this size.

Lutz is located in Shelby Township and is a union shop. They will be following prevailing and living wage ordinances. As of now, they have open dates in June that we are hoping to schedule in.

I am proposing we pay for this work out of the capital outlay account for the 14-B Court, account # 101.970.000.971.003.

*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)

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# MEMORANDUM

**TO:** Charter Township Board of Trustees

**FROM:** Jeff Allen, RSD Director & Michael Saranen, Hydro Operations

**DATE:** April 26, 2013

**RE:** Recommend the hiring of Cardno/JFNew for N. Hydro erosion

At your November 26, 2012 Board Meeting, you approved the Township to go out and seek proposals to address the soil erosion issue that is occurring on the west bank of the Huron River, impacting the east end of N. Hydro Park.

We conducted a well-attended RFP meeting on January 15, 2013 to go over what we are experiencing in the park as well as notify everyone that we were looking for a design solution for this shoreline, including a proposal on constructing the solution. These proposals were due back on February 27, 2013, giving them a full 5 weeks to examine all their options for a solution. We received a total of 4 proposals from a combination of engineering and construction companies.

Beginning in March, we started to vet out the proposals and shared the designs with other professionals in the field, including the Huron River Watershed Council.

We then called back the two best proposals and interviewed them on April 4, 2013 and requested a couple pieces of more information from them in order to complete the process. We now have the final information necessary to go forward as we have also checked their references for similar projects.

It is with pleasure that we are recommending Cardno/JFNew to do this erosion work in the park. As it turns out their proposal seemed the best and was the least expensive. The amount of \$76,988 is a complete repair, including design and construction. If we wanted them to seek and apply for a grant, it is an additional \$3,165. However, Cardno/JFNew was not aware of any at this time and they would have to research where one may be and that could take time and delay the project another year, so at this point, I am not recommending the extra money.

I propose we use account 212.970.000.975.795 in the amount of \$76,988.

## CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees  
From: Mike Radzik  
Office of Community Standards  
Re: Request to Accept Bid from Dore & Associates Contracting, Inc. for the  
Demolition of Liberty Square and to Award a Contract in the amount of \$653,840  
Date: May 7, 2013  
Copy To: Javonna Neel, Accounting Director  
Doug Winters, Attorney

On June 28, 2012, the Office of Community Standards published a Request for Proposals for the demolition of Liberty Square to comply with a circuit court order that declared the complex to be a public nuisance. Four valid bid proposals were received in response to the RFP. The recommendations to accept a bid and award a contract has been held pending final award of grant funding through the Michigan Blight Elimination Program, which has now occurred.

Building Director Ron Fulton has conducted a thorough review of the bid proposals and has recommended acceptance of the lowest most qualified bid from Dore & Associates, Inc. in the amount of \$653,840. The following other competitive bids were also received and evaluated:

Erie Investments, LLC	\$707,437
ABC Demolition Company, Inc.	\$799,865
Citadel Excavating	\$953,414

Dore & Associates, Inc. has cooperated with the Township in extending the expiration date of its bid to accommodate the final award of grant funding. It is anticipated that the demolition project will commence on or after June 1, 2013 after execution of contract documents and required notification to the Michigan Department of Environmental Quality.

I respectfully request that the Board of Trustees accept the lowest most qualified bid from Dore & Associates, Inc. and authorize the signing of a contract in accordance with attorney review and recommendation. This is a pass through cost funded by a grant from the Michigan Blight Elimination Program and budgeted in account 101-950.000-969.013.

Thank you for your thoughtful consideration. Please contact me with questions or concerns.

**AGREEMENT BETWEEN**  
**CHARTER TOWNSHIP OF YPSILANTI AND**  
**DORE & ASSOCIATES CONTRACTING INC.**  
**FOR DEMOLITION OF 151 TOWNHOMES WHICH ARE**  
**HOUSED WITHIN 17 SEPARATE BUILDINGS LOCATED**  
**IN THE HOUSING COMPLEX COMMONLY REFERRED**  
**TO AS THE LIBERTY SQUARE TOWNHOMES**  
**WHICH WAS MANAGED AND OPERATED BY THE**  
**“GROVE PARK HOME IMPROVEMENT ASSOCIATION”**  
**IN YPSILANTI TOWNSHIP, WASHTENAW COUNTY,**  
**PURSUANT TO THE ORDER ENTERED BY**  
**WASHTENAW COUNTY CIRCUIT COURT JUDGE**  
**DONALD E. SHELTON ON AUGUST 19, 2011**  
**WHICH WAS UPHeld BY THE STATE OF MICHIGAN**  
**COURT OF APPEALS IN AN UNPUBLISHED OPINION**  
**DATED MARCH 26, 2013**

**WHEREAS** the **Charter Township of Ypsilanti** is a Municipal Corporation whose address is 7200 South Huron River Drive, Ypsilanti, MI 48197 (hereinafter referred to as "**Township**"); and

**WHEREAS** on **August 19, 2011** Washtenaw County Circuit Court Judge Donald E. Shelton entered the "**Opinion and Order**" which *inter alia* declared ". . . **the 17 structures housing 151 townhome units at the Grove Park Homes/Liberty Square complex to be a public nuisance.**" The **August 19, 2011** Order entered by Judge Shelton further ". . . **Ordered and Adjudged that the public nuisance shall be abated by demolition of all existing structures at Grove Park Homes/Liberty Square,**" and

**WHEREAS** the **August 19, 2011** Order entered by Judge Shelton also ordered Ypsilanti Township to ". . . **demolish the 17 buildings and secure the property. The expense of the demolition may be assessed by the Township against the Grove Park Home Improvement Association and shall become a lien on the underlying property.**" A copy of the **August 19, 2011** Opinion and Order being incorporated by reference and labeled Exhibit A; and

**WHEREAS** the Defendant in the Circuit Court lawsuit referenced by Judge Shelton in his Opinion dated **August 19, 2011** to-wit: **Grove Park Home Improvement Association** filed an appeal of right with the State of Michigan Court of Appeals; and

**WHEREAS** on **March 26, 2013** a three (3) Judge Panel of the Court of

Appeals issued an Opinion wherein the Appeals Court unanimously upheld the **August 19, 2011** Opinion and Order entered by Judge Shelton, a copy of the **March 26, 2013** Opinion being incorporated by reference and labeled Exhibit B; and

**WHEREAS** the Court of Appeals in its **March 26, 2013** Opinion stated *inter alia* that the “. . . **evidence supported the trial court’s finding that ‘the dilapidated and crumbling conditions at Liberty Square pose a continuing, impending danger to the general public and to the legitimate property or personal rights of persons living or even entering upon the complex’**” , and

**WHEREAS** the Court of Appeals also stated in its **March 26, 2013** Opinion that the **“Appellants present no argument that the trial court abused its discretion by imposing the equitable remedy of abatement by demolition . . . and because Appellants present no argument that demolition is inappropriate in this case, we affirm the trial court’s Order,”** and

**WHEREAS on June 28, 2012** the Township published in its newspaper of record, to-wit: The Ypsilanti Courier an **“Invitation to Bid,”** seeking sealed bids **“ . . . for the Demolition of Liberty Square until July 12, 2012 @ 10:00 a.m. Eastern time, at which time all bids will be publicly read aloud in the first floor conference room at the Ypsilanti Township Civic Center . . .”** in accordance with the requirements set forth in the **“Demolition Project Specifications”** a copy of said **“Invitation to Bid”** and **“Demolition Project**

**Specifications**” being attached hereto and incorporated by reference and labeled Exhibit C and Exhibit D respectively, and

**WHEREAS** on **July 12, 2012** the Township opened and publicly read aloud all of the sealed bids that had been received in accordance with the procedures set forth in the **“Invitation to Bid”** (Exhibit C), and the **“Demolition Project Specifications”** (Exhibit D), and

**WHEREAS, Dore & Associates Contracting Inc.** (hereinafter referred to as **Dore & Associates**), is a Michigan domestic profit corporation, whose address is 900 Harry S. Truman Parkway, Bay City, Michigan 48706 was the lowest qualified bidder who submitted a sealed bid dated **July 12, 2012** for the demolition of the **Liberty Square Townhomes** which consists of 151 vacant and separate townhomes which are housed within 17 separate buildings for a **Total Project Bid** (including a 10% contingency) in an amount not to exceed **\$653,840.00** (a copy of said bid being attached hereto and incorporated by reference, labeled Exhibit E) which bid was extended by **Dore & Associates** for an additional six (6) months as set forth in a letter dated **October 15, 2012** from Dore Associate’s President Arthur M. Dore, a copy of said letter being attached hereto and incorporated by reference and labeled Exhibit F.

**Now, Therefore,** in consideration of the premises and mutual covenants of the parties described in this **Agreement, It Is Hereby Agreed as Follows:**

1. **Dore & Associates** shall provide the necessary labor and equipment needed to perform the demolition of the housing structures located at the **Liberty Square Townhomes** complex which consists of 151 vacant and separate townhomes which are housed within 17 separate buildings pursuant to Exhibits D, E & F attached hereto and consistent with the recitals set forth above in exchange for payment by the **Township** in an amount not to exceed **\$653,840.00**.

2. **Dore & Associates** and any subcontractor hired to perform the demolition of **Liberty Square Townhomes** complex which consists of 151 vacant and separate townhomes which are housed within 17 separate buildings shall purchase insurance naming the **Charter Township of Ypsilanti**, and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees as “**additional insureds**” on a general liability policy with respect to the services provided under this **Agreement**. This insurance shall remain in continuous effect from the date of this **Agreement** through the inspection, approval and acceptance by the **Township** of the demolition of **Liberty Square Townhomes** complex. (pursuant to the attached Exhibits D, E & F). A copy of all required **Certificates of Insurance** as required by the **Specifications** (Exhibit D) being attached hereto and incorporated by



reference and labeled Exhibit G.

3. **Dore & Associates** and any subcontractor hired to perform the demolition of **Liberty Square Townhomes** complex which consists of 151 vacant and separate townhomes which are housed within 17 separate buildings shall perform said demolition in accordance with all of the terms and conditions of the **“GRANT CONTRACT FOR DEMOLITION BETWEEN THE MICHIGAN LAND BANK FAST TRACK AUTHORITY AND CHARTER TOWNSHIP OF YPSILANTI”** (Grant Contract) including but not limited too the **“Project Scope and Requirements Appendix A”** attached to the Grant Contract.

**Dore & Associates** recognizes and agrees that the proposed Demolition Contract between itself and the Charter Township of Ypsilanti for the demolition of the **Liberty Square Townhomes** complex is contingent upon the Township receiving from the Michigan Land Bank Fast Track Authority the grant amount of **\$653,840.00**. Once the Township has entered into the Grant Contract with the Michigan Land Bank Fast Track Authority, it will then proceed with the execution of this Demolition Contract. A copy of the **Grant Contract** and **Project Scope and Requirements Appendix A** are attached hereto and incorporated by reference and labeled Exhibit J.

4. Once the Township has received the necessary and required

authorization from all State agencies that have jurisdiction and oversight of this **Grant Contract** and **Project Scope and Requirements Appendix A** (Exhibit J) including the **“Notice to Proceed,”** the Township shall then issue a separate **“Notice to Proceed”** to **Dore & Associates** to commence with the demolition of the **“Liberty Square Townhomes.”** Upon receipt from the Township of the **“Notice to Proceed,”** **Dore & Associates** shall commence forthwith the mobilization of all necessary machinery and equipment, etc. so as to ensure the demolition of the **“Liberty Square Townhomes”** is completed within the timelines as set forth in the Grant Contract.

5. **Dore & Associates** shall purchase the following bonds as set forth in the **Specifications** (labeled Exhibit D), all of which shall inure to the benefit of the **Township**, so as to insure **Dore & Associates** will deliver all materials, equipment and the necessary labor to perform the demolition of **Liberty Square Townhomes** complex which consists of 151 vacant and separate townhomes which are housed within 17 separate buildings pursuant to the **Specifications** in a workmanlike and professional manner, to wit:

**A. Performance Bond**

**B. Michigan Public Labor and Material/Payment Bond**

copies of which are attached hereto and incorporated by reference and labeled Exhibit H & I.

6. The demolition of **Liberty Square Townhomes** complex which

consists of 151 vacant and separate townhomes which are housed within 17 separate buildings and the removal of all debris as set forth in the **Specifications** (Exhibit D) shall be subject to the inspection and approval by a designated representative of the **Township** prior to payment as set forth above.

7. Upon the inspection and approval by a designated representative of the **Township, Dore & Associates** shall then invoice the **Township** for final payment in accordance with their proposal dated **July 12, 2012** in an amount not to exceed **\$653,840.00**.

\_\_\_\_\_  
Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Dated: \_\_\_\_\_

\_\_\_\_\_  
by: Arthur M. Dore  
Its: President  
Dore & Associates Contracting Inc.

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

*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  
Doug Winters, Township Attorney

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

**DATE:** May 2, 2013

**RE:** **Request for approval to award the Lakeside Park Improvement Project (MNRTF 10-05) to the low bidder, Cedroni Associates, Inc. pending MDNR approval.**

Included with this communication please find the letter of recommendation from our consultant, Beckett & Raeder, Inc. and supporting documents for Cedroni Associates, Inc. A total of four bids were received and Cedroni Associates, Inc. meets all of the terms and conditions set forth in the bid documents. They were also the low bidder.

As part of the grant process, we will need to forward our recommendation to the Michigan Department of Natural Resources for their approval. Therefore, we respectfully ask that Cedroni Associates, Inc. be awarded the project pending MDNR approval & attorney review.

We ask that this item be placed on the May 13, 2013 Board meeting agenda for consideration. I will be in attendance at the Board meeting to answer any questions you may have.

May 1, 2013

**Mr. Arthur Serafinski**  
Director  
Ypsilanti Township Recreation  
2025 E. Clark road  
Ypsilanti, MI 48198



**Regarding: Ypsilanti Charter Township Lakeside Park Improvements  
MNRTF10-055**

Dear Mr. Serafinski,

As you know, bids for the Lakeside Park Improvements were publicly opened and read aloud for the above-referenced project on Thursday, April 26, 2013. Following is a summary of the bids received.

Anglin Civil, LLC	\$651,648.00
Pavex Corporation	\$616,161.61
Davenport Brothers Construction	\$641,860.00
Cedroni Associates, Inc.	\$562,000.00

The Park Improvements bids were received at the Ypsilanti Charter Township Hall. The low bid of \$562,000.00 received from Cedroni Associates, Inc. is approximately \$95,429 (14.52%) under our engineer's estimate of \$657,428.75 and approximately \$54,162 (8.79%) under the next low bid. Following opening, bids were reviewed by the Township and Beckett & Raeder. A post-bid interview with Cedroni Associates was held on May 2, 2013 and confirmed the firm's significantly low bid properly reflected the scope of work described in the project bid documents. The Township Recreation Department and Beckett & Raeder do have concerns related to Cedroni Associates' past performance on similar projects. While Cedroni's finished work product is very good, submitted references (including Beckett & Raeder) indicate scheduling and timely completion have been recurring issues. In response, Cedroni has submitted the attached notarized statement indicating that the firm will supply sufficient labor, subcontractors and materials for full completion on or before the contractual completion date (August 30, 2013). During the post-bid interview, Cedroni also confirmed its awareness that the contract documents state Cedroni will be responsible for any and all costs incurred by the Township resulting from delays or improperly timed activities.

Despite concerns, we have not found reason to disqualify Cedroni's bid proposal and therefore recommend the Township Board move to award Cedroni Associates, Inc. of Utica,

**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

MI the Lakeside Park Improvement project in the amount of \$562,000.00 conditioned upon the Michigan Natural Resources Trust Fund's (MNRTF) authorization to award. Actual execution of the contract between the Township and Cedroni shall occur upon fulfillment of project document and MNRTF pre-award conditions such as supply of bonds and insurance certificates.

Please feel free to contact me should you have any questions or require additional information.

Sincerely,

 *initiative*



Brian D. Barrick, LLA  
Senior Landscape Architect

attachments: Bid Opening Tabulation  
Certified Bid Tabulation  
Cedroni Bid Proposal  
Cedroni Bid Bond  
Cedroni Notarized Statement of Timely Completion  
Cedroni Notarized Statement of Legal Disputes  
Cedroni Notarized Statement of Bankruptcy or Reorganization  
Cedroni Reference List  
Cedroni In-progress Project List  
Cedroni Pending Project List

# Lakeside Park Improvements

Ypsilanti Charter Township

in cooperation with

Michigan Natural Resources Trust Fund Board

and

Eastern Michigan University

Washtenaw County Parks & Recreation

Saline Rowing Club

## Bid Opening Tabulation

Ypsilanti Charter Township Hall

April 25, 2013 at 2:00pm

Bidder	Bid Deposit (Yes/No)	Addendum Rec'd (Yes/No)	Base Bid Amount
1. ANGLIN CIVIL, LLC	YES 5%	YES	\$ 651,648.00
2. PAVEX CORP.	YES 5%	YES	\$ 616,161.61
3. DAVENPORT BROTHERS CONSTRUCTION	YES 5%	YES	\$ 641,860.00
4. CEDRONI ASSOCIATES, INC	YES 5%	YES	\$ 562,000.00
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

BIDS RECORDED BY:

ART SERAFINSKI, RECREATION DIRECTOR

Name/Title

*Arthur A Serafinski*

Signature



B R I  
Beckett & Raeder

Landscape Architecture  
Planning, Engineering &  
Environmental Services

114-053-2622 ph  
734-883-8775 fx

Project: Lakeside Park Improvements  
 Ypsilanti Charter Township  
 Bid Due Date: April 25, 2013, 2:00 pm

	Bidder (Company Name)					Average	Median
	Anglin Civil LLC	Pavex Corporation	Davenport Brothers Construction	Cedroni Assoc	Engineer's Estimate		
Bid Total	\$651,648	\$616,162	\$641,860	\$562,000	\$657,429	\$617,917.40	\$629,010.81
<b>INFORMATIONAL UNIT PRICES</b>							
<b>DEMOLITION</b>							
Clearing and Grubbing Trees	ac	\$5,000.00	\$8,000.00	\$6,000.00	\$3,800.00	\$5,700.00	\$5,500.00
Tree Removal (1-6" cal.)	ea	\$250.00	\$70.00	\$50.00	\$135.00	\$126.25	\$102.50
Tree Removal (7-12" cal.)	ea	\$350.00	\$180.00	\$95.00	\$165.00	\$197.50	\$172.50
Tree Removal (13-18" cal.)	ea	\$450.00	\$220.00	\$195.00	\$380.00	\$311.25	\$300.00
Tree Removal (19-24" cal.)	ea	\$550.00	\$270.00	\$375.00	\$650.00	\$461.25	\$462.50
Tree Removal (over 24" cal.)	ea	\$650.00	\$360.00	\$700.00	\$1,650.00	\$840.00	\$675.00
Pavement Sawcutting (full depth)	lf	\$6.00	\$2.00	\$5.00	\$2.70	\$3.93	\$3.85
Concrete Pavement Removal	sf	\$1.50	\$1.00	\$3.00	\$1.62	\$1.78	\$1.56
Bituminous Pavement Removal	sf	\$1.50	\$0.50	\$2.50	\$1.35	\$1.46	\$1.43
<b>SOIL EROSION AND SEDIMENTATION CONTROL</b>							
Stabilized Construction Access	ls	\$3,800.00	\$1,500.00	\$3,500.00	\$1,950.00	\$2,687.50	\$2,725.00
Turbidity Curtain	lf	\$17.00	\$25.00	\$40.00	\$27.00	\$27.25	\$26.00
Tree Protection Fence	lf	\$3.00	\$4.00	\$2.00	\$6.00	\$3.75	\$3.50
Filter Fabric Fence	lf	\$3.00	\$1.00	\$1.50	\$1.35	\$1.71	\$1.43
Permanent Erosion Control Mat	sf	\$3.00	\$2.00		\$1.10	\$2.03	\$2.00
<b>EARTHWORK</b>							
Strip and Stockpile Topsoil	cy	\$5.00	\$4.00	\$4.50	\$3.00	\$4.13	\$4.25
Cut & Fill on-site	cy	\$3.00	\$6.00	\$4.50	\$4.60	\$4.53	\$4.55
Class II Sand	cy	\$18.00	\$20.00	\$31.50	\$16.20	\$21.43	\$19.00
Undercut and Backfill with Class II Sand	cy	\$25.00	\$30.00	\$37.88	\$27.00	\$29.97	\$28.50
Aggregate Base (MDOT 21AA)	cy	\$25.00	\$35.00	\$39.00	\$25.10	\$31.03	\$30.05
Screen, Respread Topsoil	cy	\$8.00	\$15.00	\$4.50	\$13.50	\$10.25	\$10.75
Fine Grade to Subgrade Elevation	sy	\$0.25	\$1.00	\$18.00	\$0.92	\$5.04	\$0.96
Haul Material offsite and legally dispose	cy	\$28.00	\$20.00	\$12.50	\$7.56	\$17.02	\$16.25
Boulder Wall	ff	\$24.00	\$30.00		\$32.50	\$28.83	\$30.00
<b>PAVING</b>							
Concrete Roll Curb - MDOT B2 30"	lf	\$25.00	\$20.00	\$30.00	\$27.00	\$25.50	\$26.00
Vehicular Gravel Parking Drive 9"	sy	\$22.00	\$8.00		\$13.00	\$14.33	\$13.00
Concrete Pavement 8"	sf	\$8.00	\$5.00	\$5.00	\$8.64	\$6.66	\$6.50
Bituminous Pavement	sf	\$4.00	\$1.50	\$4.25	\$2.70	\$3.11	\$3.35
Stabilized Gravel Trail 8' Width	lf	\$40.00	\$19.00	\$20.00	\$13.00	\$23.00	\$19.50
Stabilized Gravel Trail 6' Width	lf	\$40.00	\$15.00	\$17.00	\$10.80	\$20.70	\$16.00
Stabilized Gravel Path 8' Width	lf	\$33.00	\$13.00		\$12.00	\$19.33	\$13.00
<b>SITE FURNISHINGS</b>							
Picnic Shelter	ls	\$51,000.00	\$42,000.00	\$62,000.00	\$40,000.00	\$48,750.00	\$46,500.00
West Overlook	ls	\$11,000.00	\$11,800.00	\$14,500.00	\$11,000.00	\$12,075.00	\$11,400.00
East Overlook	ls	\$12,000.00	\$17,000.00	\$14,500.00	\$15,000.00	\$14,625.00	\$14,750.00
Overlook Pier Cable Railing	lf	\$110.00	\$18,000.00		\$175.00	\$6,095.00	\$175.00
Floating Dock Concrete Headwall	ls	\$6,500.00	\$22,000.00	\$7,000.00	\$21,000.00	\$14,125.00	\$14,000.00
Floating Dock	ls	\$44,000.00	\$67,000.00	\$35,000.00	\$60,000.00	\$51,500.00	\$52,000.00
Fishing Dock Cable Railing	lf	\$110.00	\$18,000.00		\$175.00	\$6,095.00	\$175.00
Floating Dock Gangway Cable Railing	lf	\$110.00	\$8,000.00		\$175.00	\$2,761.67	\$175.00
Floating Dock ADA Transfer Steps	ls	\$3,900.00	\$8,000.00		\$550.00	\$4,150.00	\$3,900.00
Regulatory Sign	ea		\$500.00		\$380.00	\$440.00	\$440.00
Interpretive Sign	ea	\$3,700.00	\$1,000.00		\$480.00	\$1,726.67	\$1,000.00
ADA Transition Plate	ea	\$2,100.00	\$3,500.00		\$500.00	\$2,033.33	\$2,100.00
Bench - In-ground Mount	ea		\$4,500.00		\$1,300.00	\$2,900.00	\$2,900.00
Bench - Surface Mount	ea		\$4,100.00		\$1,300.00	\$2,700.00	\$2,700.00
Trash Receptacle - In-ground Mount	ea		\$2,000.00		\$1,600.00	\$1,800.00	\$1,800.00
Grill - In-ground Mount	ea		\$1,800.00		\$500.00	\$1,150.00	\$1,150.00
Bike Hoop	ea		\$750.00		\$100.00	\$425.00	\$425.00
<b>STORM UTILITY</b>							
4' Diameter Manhole	ea	\$5,100.00	\$2,000.00	\$1,800.00	\$1,900.00	\$2,700.00	\$1,950.00
12" RCP CL IV End Section	ea	\$862.00	\$500.00	\$800.00	\$600.00	\$690.50	\$700.00
12" RCP CL IV Storm Pipe	lf	\$62.00	\$50.00	\$45.00	\$50.00	\$51.75	\$50.00
Storm Water Outlet Control Structure	ea	\$1,200.00	\$2,000.00	\$2,500.00	\$2,970.00	\$2,167.50	\$2,250.00
6" SDR35 Sanitary Pipe	lf	\$40.00	\$50.00	\$70.00	\$60.00	\$55.00	\$55.00
Sanitary Cleanout	ea	\$287.00	\$400.00	\$500.00	\$380.00	\$391.75	\$390.00
2" Copper Water Service Lead	lf	\$28.75	\$30.00	\$40.00	\$24.00	\$30.69	\$29.38
Bore with Steel Casing for 2" Water Service Lead	lf	\$200.00	\$150.00	\$80.00	\$43.00	\$118.25	\$115.00
6" DIP CL 350 Water	lf	\$45.00	\$70.00	\$65.00	\$42.00	\$55.50	\$55.00
Fire Hydrant	ea	\$5,100.00	\$3,000.00	\$2,500.00	\$3,000.00	\$3,400.00	\$3,000.00
Bore with Steel Casing for 6" Hydrant Lead	lf		\$350.00	\$125.00	\$300.00	\$258.33	\$300.00
<b>LANDSCAPE AND SEEDING</b>							
Fescue Seeding	sy	\$1.25	\$1.20	\$1.00	\$1.10	\$1.14	\$1.15
Native Wet Swale Seeding	sy	\$1.25	\$1.20	\$1.00	\$2.70	\$1.54	\$1.23
Native Woodland Seeding	sy	\$1.50	\$1.20	\$1.00	\$2.70	\$1.60	\$1.35
Erosion Control Coconut Mulch Blanket w/Biodegradable Stakes	sy	\$2.50	\$2.50	\$0.50	\$1.65	\$1.79	\$2.08
Acer rubrum, 3" B&B	ea	\$500.00	\$350.00	\$305.00	\$250.00	\$351.25	\$327.50
Quercus alba, 3" B&B	ea	\$500.00	\$450.00	\$310.00	\$275.00	\$383.75	\$380.00
Quercus rubra, 3" B&B	ea	\$500.00	\$450.00	\$310.00	\$275.00	\$383.75	\$380.00



**BID FORM**

Owner: Ypsilanti Charter Township  
Project: Lakeside Park Improvements  
Landscape Architect/  
Engineer: Beckett & Raeder Inc.  
To: Ypsilanti Charter Township  
Lakeside Park Improvement Project Bid  
7200 South Huron River Drive  
Ypsilanti, MI 48197

The undersigned, having examined the Drawings and Specifications, and having familiarized him/herself with local conditions affecting the cost of work, hereby proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, to do all work, to furnish all materials, and equipment except as otherwise specified herein; and for the lump sum price named to complete the work described herein in strict conformity with the requirements of the Drawings and Specifications entitled:

Lakeside Park Improvements

Prepared by Beckett & Raeder, Inc., including Addenda No.'s 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

**BASE PROPOSAL SUM**

The Base Proposal Sum is solicited and the lump sum amount shall be inserted in the blank space provided below. The Base Proposal Sum shall be the lump sum bid amount for all Work shown on the Drawings and specified in the Specifications. Award of Contract, if made, will be to the Contractor whose bid is determined to be in the best interest of the Owner.

\$ 562,000

FIVE HUNDRED SIXTY TWO THOUSAND  
(Written Amount)

**UNIT PRICES**

Contractor shall submit installed unit prices for items of work stated below. Prices shall include all base material required for the installation of the item. The Owner reserves the right to increase or decrease the base proposal sum by up to thirty percent (30%) on the basis of the unit prices stated. The Owner reserves the right to negotiate with the Bidder on any or all unit prices listed in this Bid Form. Unit prices given shall include all profit and overhead. Contractor "mark-up" will not be paid in addition to the prices given below. (Unit price list is not intended to be a complete representation of the entire progress)

DESCRIPTION	UNIT	UNIT COST
<b>DEMOLITION</b>		
Clearing and Grubbing Trees	ac	<u>3,800.00</u>
Tree Removal (1-6" cal.)	ea	<u>135.00</u>
Tree Removal (7-12" cal.)	ea	<u>165.00</u>
Tree Removal (13-18" cal.)	ea	<u>380.00</u>
Tree Removal (19-24" cal.)	ea	<u>650.00</u>
Tree Removal (over 24" cal.)	ea	<u>1,650.00</u>
Pavement Sawcutting (full depth)	lf	<u>2.70</u>
Concrete Pavement Removal	sf	<u>1.62</u>
Bituminous Pavement Removal	sf	<u>1.35</u>
<b>SOIL EROSION AND SEDIMENTATION CONTROL</b>		
Stabilized Construction Access	ls	<u>1,950.00</u>
Turbidity Curtain	lf	<u>27.00</u>
Tree Protection Fence	lf	<u>6.00</u>
Filter Fabric Fence	lf	<u>1.35</u>
Permanent Erosion Control Mat	sf	<u>1.10</u>
<b>EARTHWORK</b>		
Strip and Stockpile Topsoil	cy	<u>3.00</u>
Cut & Fill	cy	<u>4.60</u>
Class II Sand	cy	<u>16.20</u>
Undercut and Backfill with Class II Sand	cy	<u>27.00</u>
Aggregate Base (MDOT 21AA)	cy	<u>25.10</u>
Screen, Respread Topsoil	cy	<u>13.50</u>
Fine Grade to Subgrade Elevation	sy	<u>0.92</u>
Haul Material offsite and legally dispose	cy	<u>7.56</u>
Boulder Wall	ff	<u>32.50</u>
<b>PAVING</b>		
Concrete Roll Curb – MDOT B2 30"	lf	<u>27.00</u>
Vehicular Gravel Parking 9"	sy	<u>13.00</u>
Concrete Pavement 8"	sf	<u>8.64</u>
Bituminous Pavement	sf	<u>2.70</u>
Bituminous Path 8' Width	lf	<u>13.00</u>
Bituminous Path 6' Width	lf	<u>10.80</u>
Stabilized Gravel Path 8' Width	lf	<u>12.00</u>

#### RECREATION AND SITE FURNISHINGS

Picnic Shelter (including footings, stone columns, excluding railing & pavement)	Is	<u>40,000.00</u>
West Overlook (including footings, excluding railing & headwall)	Is	<u>11,000.00</u>
East Overlook (including footings, excluding railing)	Is	<u>15,000.00</u>
Overlook Pier Cable Railing	If	<u>175.00</u>
Floating Dock Concrete Headwall	Is	<u>21,000.00</u>
Floating Dock (excluding rail) (transport existing, supply new, assemble, install)	Is	<u>60,000.00</u>
Fishing Dock Cable Railing	If	<u>175.00</u>
Floating Dock Gangway Cable Railing	If	<u>175.00</u>
Floating Dock ADA Transfer Steps	Is	<u>550.00</u>
Regulatory Sign	ea	<u>380.00</u>
Interpretive Sign	ea	<u>480.00</u>
ADA Transition Plate	ea	<u>500.00</u>
Bench – In-ground Mount	ea	<u>1,300.00</u>
Bench – Surface Mount	ea	<u>1,300.00</u>
Trash Receptacle – In-ground Mount	ea	<u>1,600.00</u>
Grill – In-ground Mount	ea	<u>500.00</u>
Bike Hoop	ea	<u>100.00</u>

#### UTILITIES

4' Diameter Manhole	ea	<u>1,900.00</u>
12" RCP CL IV End Section	ea	<u>600.00</u>
12" RCP CL IV Storm Pipe	If	<u>50.00</u>
Storm Water Outlet Control Structure	ea	<u>2970.00</u>
6" SDR35 Sanitary Pipe	If	<u>60.00</u>
Sanitary Cleanout	ea	<u>380.00</u>
2" Copper Water Service Lead	If	<u>24.00</u>
Bore with Steel Casing for 2" Water Service Lead	If	<u>43.00</u>
6" DIP CL 350 Water	If	<u>42.00</u>
Fire Hydrant	ea	<u>3,000.00</u>
Bore with Steel Casing for 6" Hydrant Lead	If	<u>300.00</u>

#### LANDSCAPE AND SEEDING

Fescue Seeding	sy	<u>1.10</u>
Native Wet Swale Seeding	sy	<u>2.70</u>
Native Woodland Seeding	sy	<u>2.70</u>
Erosion Control Coconut Mulch Blanket x/Biodegradable Stakes	sy	<u>1.65</u>
Acer rubrum, 3" B&B	ea	<u>250.00</u>
Quercus alba, 3" B&B	ea	<u>275.00</u>
Quercus rubra, 3" B&B	ea	<u>275.00</u>

PROJECT LAYOUT

It shall be the responsibility of the Contractor to provide all instrumental surveying required to layout and construct the work. Surveying shall be performed by a Registered and Licensed Land Surveyor. The Owner and the Landscape Architect/ Engineer shall have access to the work site at all times to verify the project layout.

The undersigned affirms that neither he/she nor agents, officers or employees of the Contractor submitting this lump sum bid have directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with the bid for this project.

The undersigned agrees that if this lump sum proposal is accepted by the Owner, he/she will enter into the Contract, furnishing all bonds and other contract requirements and commence construction, within 10 business days of the Notice of Award/Notice to Proceed, and will complete the entire Work of the Contract within the given schedule and the provisions of the project specifications.

Dated and signed at Cedroni Associates, Inc. 5639 Auburn Rd, Utica, State of

MI this 25th day of April 2013.

Signature  \_\_\_\_\_

Bidder Cedroni Associates, Inc. \_\_\_\_\_

By Richard Cedroni \_\_\_\_\_

Title President \_\_\_\_\_

Business Address 5639 Auburn Road  
Utica, Michigan 48317  
\_\_\_\_\_

Telephone: (586) 254-7778 \_\_\_\_\_

AFFIDAVIT OF NONCOLLUSION BY CONTRACTOR

State of Michigan \_\_\_\_\_ )  
County of Oakland \_\_\_\_\_ ) SS

Richard Cedroni BEING DULY SWORN deposes and says

that he/she is President  
(Title)

of Cedroni Associates, Inc.  
(Insert Name of Bidder)

who submits herewith a Proposal and Bid to Ypsilanti Charter Township for Lakeside Park Improvements.

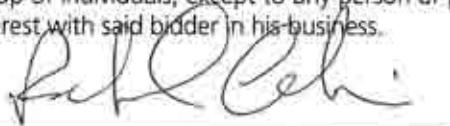
That all statements of fact in such proposal are true;

That such bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the White Lake Township, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with said bidder in his business.

Subscribed and sworn to before me this:

  
\_\_\_\_\_

25th day April, 20 13

by Richard Cedroni

  
\_\_\_\_\_  
Notary Public

President  
(Title)



THE  
**CINCINNATI INSURANCE COMPANY**  
CINCINNATI, OHIO

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Cedroni Associates, Inc.  
5639 Auburn Road, Shelby Township, MI 48317

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road,  
Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the  
Surety, are held and firmly bound unto  
Ypsilanti Charter Township

7200 South Huron River Drive, Ypsilanti, MI 48197

as Obligee, hereinafter called the Obligee, in the sum of five percent of amount bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Lakeside Park Improvements

Project Includes Earthwork, Demolition, Utilities, Concrete, Asphalt Paving, Signs, Site Furnishings, Park Shelter, Landscaping,  
Masonry, and Carpentry.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond  
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in  
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered  
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

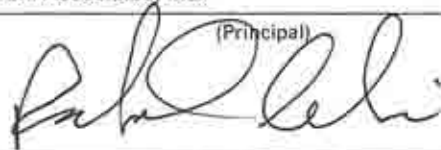
Signed and sealed this 25th day of April,

2013

Cedroni Associates, Inc.

  
\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

By:  PRESIDENT  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

THE CINCINNATI INSURANCE COMPANY  
(Surety) (Seal)

By:   
Jane M. Haller Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310,  
February 1970 Edition.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert F. Moglia, Jr.; Thomas Moglia; Donn Johnson; Ila Konja; Edmund M. George; Jane M. Haller; Lori A. Powell and/or Casey D. Lopez

of Bloomfield Hills, Michigan its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stacy A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER }

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 25th day of April, 2013



Scott R. Bolan

Assistant Secretary





**CEDRONI ASSOCIATES INC.**  
**General Contractors**

5639 Auburn Rd.

Utica, MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

May 1, 2013

Brian Barrick  
Beckett&Raeder, Inc.  
535 West William St Suite 101  
Ann Arbor, Michigan 48103

RE: Lakeside Park

Brian,

Thank you for the opportunity to meet regarding the Lakeside Park project.

It is our intent, upon award, to supply sufficient labor, subcontractors and materials for 100% completion on or before the contractual completion date.

We will coordinate, as necessary, with the Lakeside Boathouse Contractor such that both contractors may efficiently complete their scopes of work and achieve 100% final completion on or before the contractual completion date.

Cedroni Associates, Inc. will obtain insurance and bonding as required by the contract documents.

Sincerely,

Richard Cedroni  
President  
Cedroni Associates, Inc.

Subscribed and sworn to before me this

1<sup>st</sup> day MAY, 2013

by RICHARD CEDRONI

Notary Public, BRIAN M. LUNDBERG

MAY 6, 2013  
Commission Expires On





**CEDRONI ASSOCIATES INC.**  
**General Contractors**

5639 Auburn Rd.  
Utica, MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

May 1, 2013

Brian Barrick  
Beckett & Raeder, Inc.  
535 West William St Suite 101  
Ann Arbor, Michigan 48103

RE: Lakeside Park

Brian,

Cedroni Associates, Inc. is not involved in, nor has any previous, pending, active, or settled legal disputes (including lines).

Sincerely,

Richard Cedroni  
President  
Cedroni Associates, Inc.

Subscribed and sworn to before me this

1<sup>st</sup> day MAY, 20 13

by RICHARD CEDRONI

\_\_\_\_\_

Notary Public, BRIAN M. LUMBERG

MAY 6, 2018  
Commission Expires On \_\_\_\_\_



**CEDRONI ASSOCIATES INC.**  
**General Contractors**

5639 Auburn Rd.

Utica.,MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

May 1, 2013

Brian Barrick  
Beckett&Raeder, Inc.  
535 West William St Suite 101  
Ann Arbor, Michigan 48103

RE: Lakeside Park

Brian,

Cedroni Associates, Inc has had no bankruptcies or reorganizations in the last 10 years.

Sincerely,

Richard Cedroni  
President  
Cedroni Associates, Inc.

Subscribed and sworn to before me this

1<sup>st</sup> day MAY 20 13

by RICHARD CEDRONI

  
Notary Public, BRIAN DE LUNDBERG

MAY 6, 2018  
Commission Expires On

**Cedroni Associates, Inc**  
**Five Year History of Construction Contracts**

			<b>Contact information</b>		
			Architect/Owner	Contact	Phone
<b>Contracts Currently under Construction</b>					
White Lake Township Bloomer Park Improvements	435,825		Beckett & Raeder, Inc.	Brian Barrick	(734) 663-2622
<b>Construction contracts completed during the year ended May 31, 2013</b>					
Pinewoods Apts Community Building Addition	111,511		New Haven Housing Commission	Steve Davis	(586) 749-6570
Edna Burton Senior Center Remodel & Expansion	59,675		Brandon Township	Candee Allen	(248) 627-2851
Beck Education Center	391,729		Redford Union Schools	Chuck Martin	(313) 242-4401
Village of Dexter Mill Creek Park Phase 1	1,290,702		JJR	Paul Evanoff	(734) 669-2706
<b>Construction contracts completed during the year ended May 31, 2012</b>					
Wayne St University Stadium Guardrail Replacment	78,000		Wayne State University	Fran Ahern	(313) 577-1970
Pittsfield Twp Hickory Woods Park Phase 1B	721,735		Beckett & Raeder, Inc.	Heath Hartt	(734) 663-2622
<b>Construction contracts completed during the year ended May 31, 2011</b>					
Port Huron Fed Bldg Jury Room, Atty Office Renov.	239,131		U.S. General Services Administration	Tamakia Edwards	(312) 353-4978
City of Algonac Lions Field Pool House	309,881		Partners in Architecture	David Gassen	(586) 469-3600
<b>Construction contracts completed during the year ended May 31, 2010</b>					
Sterling Heights Stadium Bleacher Improvments	74,000		Warren Consolidated Schools	Casey Sobczak	(586) 698-4457
Metro Beach Metropark South Marina Rehab	3,039,137		Huron Clinton Metropolitan Authority	Michael Arens	(810) 227-2757
Mound Park Toilet Room Renovations	165,123		Fitzgerald Public Schools	Scotty Perks	(586) 757-5502
<b>Construction contracts completed during the year ended May 31, 2009</b>					
Chatterton Middle School Science Labs	472,706		Fitzgerald Public Schools	Scotty Perks	(586) 757-5502
City of Troy Park Shelters	102,065		City Of Troy	Jeff Biegler	(248) 524-3484
Dearborn Heights Bleacher Improvement	405,430		Wold Architects	Dan Kritta	(248) 284-0611
Metro Beach Metropark Central Plaza Redevelopment	950,692		Huron Clinton Metropolitan Authority	Michael Arens	(810) 227-2757

<b>Project</b>	<b>Owner</b>	<b>Architect</b>	<b>Contract Amount</b>	<b>Percent Complete</b>	<b>Completion Date</b>
Bloomer Park Improvements	White Lake Township	Beckett & Raeder, Inc.	439,975	80%	July 1, 2013 <i>MAY 10:13</i> <i>←</i>

<b>Project</b>	<b>Owner</b>	<b>Architect</b>	<b>Contract Amount</b>	<b>Percent Complete</b>	<b>Completion Date</b>
Marysville High School Athletic Building	Marysville Public Schools	French Associates, Inc.	351,900	0%	August 31, 2013

MAJOR CONSTRUCTION PROJECTS PENDING  
Cedroni Associates, Inc.

*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)

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**TO:** Ypsilanti Township Board of Trustees

**CC:** Jeff Allen, Residential Services Director  
Doug Winters, Township Attorney

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

**DATE:** May 6, 2013

**RE:** **Request for approval to award the Geotechnical Materials Testing Services to the low bidder, Professional Service Industries, Inc. (PSI) for the Lakeside Park improvement project (MNRTF10-055)**

A total of three proposals were received for geotechnical materials testing services for the Lakeside Park improvement project (MNRTF10-055). These proposals were reviewed by our consultant, Beckett & Raeder, Inc. and it is their recommendation that the low bidder, Professional Service Industries, Inc. (PSI) be awarded the work. Their proposal meets all of the terms and conditions required for the job.

Included with this request is the letter of recommendation from our consultant and support documentation. It is recommended that the Township Board move to award Professional Service Industries, Inc. (PSI) of Plymouth, MI the Lakeside Park Improvement project Geotechnical Materials Testing Services in the amount of \$7,080.00. It is further recommended that the Township Board approve the award to PSI conditioned upon Michigan Natural Resources Trust Fund's (MNRTF) authorization to award the Cedroni Associates construction contract. Because the two contracts are mutually dependent, actual execution of the PSI contract shall occur upon MNRTF approval.

We ask that this item be placed on the May 13, 2013 Board meeting agenda for consideration. I will be in attendance at the Board meeting to answer any questions you may have.

May 3, 2013

**Mr. Arthur Serafinski**  
Director  
Ypsilanti Township Recreation  
2025 E. Clark road  
Ypsilanti, MI 48198



**Regarding: Ypsilanti Charter Township Lakeside Park Improvements  
Geotechnical Materials Testing Services  
MNRTF10-055**

Dear Mr. Serafinski,

On behalf of Ypsilanti Charter Township, Beckett & Raeder (BRI) issued a Request for Proposals for Lakeside Park Improvements Geotechnical Materials Testing Services. Three southeast Michigan firms familiar to BRI and Township staff were invited to submit proposals. Proposals were received at the BRI office on Friday, May 3, 2013. Following is a summary of the three proposals received.

Soils and Materials Engineers, Inc. (SME)	\$13,000.00
Testing Engineers & Consultants, Inc. (TEC)	\$9,160.00
Professional Service Industries, Inc. (PSI)	\$7,080.00

Following receipt of proposals, BRI reviewed results and conducted a telephone interview with (PSI). The telephone discussion confirmed that PSI's proposal properly reflects the scope of work described in the RFP. BRI has successfully worked with PSI on numerous projects and has always been satisfied with thoroughness of work, efficiency, and timeliness. As a result, BRI recommends the Township Board move to award Professional Service Industries, Inc. of Plymouth, MI the Lakeside Park Improvement project Geotechnical Materials Testing Services in the amount of \$7,080.00. BRI further suggests that the Township Board approve award to PSI conditioned upon Michigan Natural Resources Trust Fund's (MNRTF) authorization to award the Cedroni Associates construction contract. Because the two contracts are mutually dependent, actual execution of the PSI contract shall occur upon MNRTF approval.

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

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

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

Toledo, Ohio  
419.242.3428 ph

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

231.347.2523 ph  
231.347.2524 fx

231.933.8400 ph  
231.944.1709 fx

Please feel free to contact me should you have any questions or require additional information.

Sincerely,



Brian D. Barrick, LLA  
Senior Landscape Architect



*initiative*

attachments: Proposal Tabulation  
PSI Proposal (revised to be addressed to Ypsilanti Township)  
PSI Proposal (as originally submitted)  
TEC Proposal  
SME Proposal



# Geotechnical Materials Testing Services

Lakeside Park Improvements

Ypsilanti Charter Township

in cooperation with

Michigan Natural Resources Trust Fund Board

and

Eastern Michigan University

Washtenaw County Parks & Recreation

Saline Rowing Club

## Proposal Tabulation

May 3, 2013 at 2:00pm

Proposal	Proposed Sum	Notes
1. SME	\$13,000-	
2. T&C	\$9,160-	
3. PSI	\$7,080-	
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

BIDS RECORDED BY:

Brian Barrick / Sr. Landscape Architect

Name/Title

[Signature]

Signature

Seal:



B R I  
Beckett & Raeder

Landscape Architecture  
Planning, Engineering &  
Environmental Services

734.663.2627 ph  
734.662.6759 fx

May 3, 2013

Mr. Arthur Serafinski  
Director  
Ypsilanti Township Recreation  
2025 E. Clark Road  
Ypsilanti, MI 48198

Subject: Construction Observation and Material Testing Services Proposal for  
**Lakeside Park Improvements Project**  
**Site Work/Renovations**  
Ypsilanti Township, Michigan  
PSI Proposal Number – 0379-94955

Dear Mr. Serafinski:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for providing construction materials testing and inspection services for the referenced project.

PSI is the largest independent engineering testing firm in the United States having 125 offices located in 40 states with 2,500 employees. As the nation's largest materials testing firm, PSI's solid credentials will bring the following benefits to your project:

**BENCH STRENGTH** - PSI has the necessary equipment and manpower to provide full-time field technicians during peak construction activity.

**COST EFFECTIVE** - Our company management and operating procedures dictate cost-effective utilization of our resources and we pass the savings on to our clients.

The PSI Plymouth, Michigan office is currently accredited by the **U.S. Army Corps of Engineers for Soils and Aggregate** and holds accreditations from the American Association of State Highway and Transportation Officials (AASHTO) Materials Reference laboratory (AMRL) in Hot Mix Asphalt, Aggregate, Soil and Portland Cement Concrete. In addition, PSI is currently working on several municipal projects throughout the State of Michigan and we are providing core services of soils, concrete and asphalt testing and inspection, as well as various environmental and geotechnical services.

PSI has detailed the proposed specific surveillance and testing services as described in our Estimated Construction Services Budget. The categories of services included in our Budget consist of:

- Classification of Soils
- Engineered Grading and/or Filling
- Foundations
- Placement of Reinforcing Steel
- Placement of Reinforced Concrete
- Testing of Reinforced Concrete

PSI proposes to provide the described services on a unit-price basis. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. For preliminary budgeting purposes, PSI has prepared the following estimated budget for testing services based on information supplied by Beckett & Raeder, which included a review of the scope, project overview and project time allowance. PSI retained electronic copies of project documents. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of your representative on an **On-Call** basis. Prior to starting work on the project it would be beneficial to meet to discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing budgets.

### **PROJECT OVERVIEW**

Based on information provided within the project documents, the field activities will consist of general site grading, foundations, and concrete placement.

PSI has detailed the proposed specific surveillance and testing services as described in our Estimated Construction Services Budget. The categories of services included in our Budget consist of:

- **Subgrade Construction/ Earthwork Operations/ Foundations:** This service is required for preparation of the sub-grade, installation of the sub-drainage system, underground utilities, and aggregate base. Our field representative will observe and document undercut operations to remove unsuitable soils, if encountered, evaluate native and fill soils, and determine the moisture content and in-place dry density of engineered backfill materials. In order to expedite the testing operations and to minimize delays to the contractor, our field representative will use a nuclear moisture-density gauge to verify compliance of fill materials with compaction specifications. More specifically, we propose to do the following:
  1. Perform maximum density and optimum moisture content testing (Modified Proctor test, ASTM D-1557) for each fill material that is proposed for use at the site.



2. Perform grain-size analysis of materials per ASTM for each specified material to determine suitability of material for drainage, bedding and engineered backfill.
  3. Perform in-place density / moisture tests to establish degree of compaction of fill materials during the engineered fill placement.
  4. Verify soil bearing capacity utilizing a Housel Penetrometer, Pocket Penetrometer or Dynamic Cone Penetrometer (DCP). Compare in place soil conditions with Geotechnical information.
- **Cast-In-Place-Concrete** – This service is required for the construction of foundations, walkways, curbs, pads and concrete pavement. Our field representative will observe the placement of reinforcing steel/mesh, observe concrete placement operations, perform appropriate field-testing and mold compression test cylinders. We will also perform the necessary related and/or follow-up services including the following:
    1. Observe mix cycle, concrete age, and delivery tickets.
    2. Observe concrete placement, consolidation, finishing and curing procedures.
    3. Conduct the following field concrete tests:
      - ◆ Slump (ASTM C 143) at the rate determined by the project specifications. Perform slump tests at the discharge end and at the truck, if concrete is pumped.
      - ◆ Temperature at the rate determined by the project specifications.
      - ◆ Air content (ASTM C 183 or C 231) at the rate determined by the project specifications.
      - ◆ Unit weight and yield (ASTM C 138) at the rate determined by the project specifications.
      - ◆ One set of four compressive strength test specimens, (cylinders ASTM-C 31), at the rate determined by the project specifications.
    4. Perform the following laboratory tests:
      - ◆ Compressive strength tests at the rate determined by the project specifications. One at seven days; two at 28 days; and one held for later breaks.



Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

Under the scope of work covered by this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and inspection.

### **ALL-INCLUSIVE PROPOSED FEES**

As requested, PSI has provided an all inclusive per daily rates for our technician's to provide the requisite field testing services. These rates are inclusive of **FIELD AND LABORATORY COORDINATION ACTIVITIES, REPORT REVIEW, FIELD EQUIPMENT USAGE, VEHICLE COSTS, SECRETARIAL SERVICES AND PROJECT MANAGEMENT**. We have also included in this rate approximately 3 hours per week for report review, coordination and project management. A minimum 2 hour charge will be applied, unless work for the day is cancelled by the contractor without advance notice. Minimum "cancellation charges" will be limited to half day rates:

### **ALL INCLUSIVE UNIT RATES:**

- For observing earthwork operations, foundations, and concrete placement, by an experienced engineering technician for up to 8 hours:
  - \$50.00 per hour for regular hours
  - Half Day Rate of \$200.00 per half day.
  - Daily Rate of \$400.00 per day.

The estimated total fees will, of course, depend on the construction schedule, progress of work and unforeseen problems encountered.

We propose to perform the work on a unit rate basis in accordance with the attached Schedule of Services and Fees. PSI's fees will be determined on a time and materials expended and the number of field and laboratory tests performed for this project. PSI's estimate assumes all work will be completed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. This project will be serviced from our Plymouth office,



approximately 15 miles from the project site. Overtime or weekend / holiday rate will be charged at 1.5 times the unit rates listed above.


The total fee for our services is dependent on many factors, including duration of the project, actual hours worked, weather conditions, and subsurface conditions encountered. The above factors will also affect the amount of time that the project manager will be involved in the project. For typical projects, approximately 3 hours a week should be budgeted for project management's involvement with each major task based on full time inspection.

We understand that less than full-time services may be required at various times on this project. Accordingly, we will only charge for the actual services provided.



## Project Estimate Sheet

Item Quoted: **Construction Observation and Material Testing Services**  
 Quoted to: **Arthur Serafinski, Director**  
 Milestone Schedule: **TBD**  
**Lakeside Park Improvements Project**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Totals</u>
<b>Soils/ Earthwork/Foundations</b>				
Engineering Technician	9 Half Days	at up to 4 Hours	\$ 200.00	\$ 1,800.00
Engineering Technician	7 Full Days	at up to 8 Hours	\$ 400.00	\$ 2,800.00
				<b>\$ 4,600.00</b>
<b>Cast-in-Place Concrete</b>				
Engineering Technician	7 Half Days	at up to 4 Hours	\$ 200.00	\$ 1,400.00
				<b>\$ 1,400.00</b>
<b>Laboratory Tests</b>				
Moisture/Density Relationship (ASTM D1557)	2	each	\$ 175.00	\$ 350.00
Soil Classification (ASTM D2488)	2	each	\$ 65.00	\$ 130.00
Concrete Compressive Strength (ASTM C39)	50	each	\$ 12.00	\$ 600.00
				<b>\$ 1,080.00</b>
				<b>\$ 7,080.00</b>



Additional services requested but not quoted in this proposal will be performed in accordance with the attached "Schedule of Services and Fees". We also proposed that the work be performed pursuant to PSI's General Conditions. A copy of the General Conditions is enclosed herewith and incorporated into this proposal. PSI will proceed with the work and will issue the daily materials testing and field observation reports after receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

**Remarks:** See attached "Schedule of Service and Fees".

A representative of PSI will be contacting you to confirm receipt of this proposal and to discuss any questions that you may have. PSI appreciates the opportunity to offer its services and looks forward to working with you on this project

Respectfully Submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Dor'Mario Brown  
Branch Manager



Mahmoud E. El-Gamal, Ph.D., P.E.  
Chief Engineer / District Manager

---

Agreed to This \_\_\_\_\_ Day of \_\_\_\_\_, 2013

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

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

Firm: \_\_\_\_\_





Simplify Paperwork

To help streamline paperwork, this proposal can be considered an annual agreement for services in 2013. When projects arise which need our services, simply issue us a Purchase Order or some other form of authorization, indicating the name of the project. We will set up each project separately based on this agreement. This will eliminate the need to issue proposals and contracts for each new project while maintaining individual project tracking.

Would you like this proposal to serve as a 2012 annual agreement?  yes /  no

**Please sign one copy of this proposal and return to this office to serve as authorization to proceed.**



**Remarks:**

- All rates are billed on a portal to portal basis
- Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- Transportation and per diem are included in the unit rate.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- A minimum charge of 4 hours applies to field testing and observation services.
- 24-hour notice is required for all scheduling. PSI will try to provide a technician when scheduled the same day, but cannot guarantee that a technician will be available.
- A project management/engineering review charge is included in the unit rate.
- For all PSI Reports issued, a secretarial charge will be billed for the typing, preparation and distribution of the reports.
- The minimum billing increment for time is one hour.
- Drilling and field service rates are based on OSHA Level D personnel protection.
- For sites where drilling is to occur that are not readily accessible to a truck-mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- A project set-up charge of a minimum of two hours applies to all projects.
- Services and fees not listed on this schedule may be quoted on request.



**Professional Service Industries, Inc.  
Project Data Sheet  
Construction Material Testing and Observation Services**

1. Project Name: \_\_\_\_\_

2. Project Location: \_\_\_\_\_

3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

5. Number and Distribution of Reports:

( ) copies to: \_\_\_\_\_ ( ) copies to: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

( ) copies to: \_\_\_\_\_ ( ) copies to: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

6. Invoicing Address: \_\_\_\_\_

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

Attn: \_\_\_\_\_

7. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

8. Other Pertinent Information: \_\_\_\_\_



## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other 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 except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner 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.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site 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; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and 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 hereunder, 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.

**6. 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. PSI has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.

**8. PAYMENT:** 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 sixty (60) 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.

**9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. 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 PROFESSIONAL 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 WITH RESPECT TO 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, 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.

**10. INDEMNITY:** Subject to the foregoing limitations, PSI agrees 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 arising out of PSI's negligence to the extent of PSI's negligence. 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 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.

**11. 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, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

**12. 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. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee within one year following any project through which Client had contact with said employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.

**13. 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, transporter, treater 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.

**14. 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.

**15. 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.

May 3, 2013

Mr. Brian D. Barrick, RLA  
Senior Landscape Architect  
Beckett & Raeder, Inc.  
535 West William St, Suite 101  
Ann Arbor, MI

[bbarrick@bria2.com](mailto:bbarrick@bria2.com)

Phone: 734-663-2622

Subject: Construction Observation and Material Testing Services Proposal for  
**Lakeside Park Improvements Project**  
**Site Work/Renovations**  
Ypsilanti Township, Michigan  
PSI Proposal Number – 0379-94955

Dear Mr. Barrick:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for providing construction materials testing and inspection services for the referenced project.

PSI is the largest independent engineering testing firm in the United States having 125 offices located in 40 states with 2,500 employees. As the nation's largest materials testing firm, PSI's solid credentials will bring the following benefits to your project:

**BENCH STRENGTH** - PSI has the necessary equipment and manpower to provide full-time field technicians during peak construction activity.

**COST EFFECTIVE** - Our company management and operating procedures dictate cost-effective utilization of our resources and we pass the savings on to our clients.

The PSI Plymouth, Michigan office is currently accredited by the **U.S. Army Corps of Engineers for Soils and Aggregate** and holds accreditations from the American Association of State Highway and Transportation Officials (AASHTO) Materials Reference laboratory (AMRL) in Hot Mix Asphalt, Aggregate, Soil and Portland Cement Concrete. In addition, PSI is currently working on several municipal projects throughout the State of Michigan and we are providing core services of soils, concrete and asphalt testing and inspection, as well as various environmental and geotechnical services.

PSI has detailed the proposed specific surveillance and testing services as described in our Estimated Construction Services Budget. The categories of services included in our Budget consist of:

- Classification of Soils
- Engineered Grading and/or Filling
- Foundations
- Placement of Reinforcing Steel
- Placement of Reinforced Concrete
- Testing of Reinforced Concrete

PSI proposes to provide the described services on a unit-price basis. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. For preliminary budgeting purposes, PSI has prepared the following estimated budget for testing services based on information supplied by Beckett & Raeder, which included a review of the scope, project overview and project time allowance. PSI retained electronic copies of project documents. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of your representative on an **On-Call** basis. Prior to starting work on the project it would be beneficial to meet to discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing budgets.

### **PROJECT OVERVIEW**

Based on information provided within the project documents, the field activities will consist of general site grading, foundations, and concrete placement.

PSI has detailed the proposed specific surveillance and testing services as described in our Estimated Construction Services Budget. The categories of services included in our Budget consist of:

- **Subgrade Construction/ Earthwork Operations/ Foundations:** This service is required for preparation of the sub-grade, installation of the sub-drainage system, underground utilities, and aggregate base. Our field representative will observe and document undercut operations to remove unsuitable soils, if encountered, evaluate native and fill soils, and determine the moisture content and in-place dry density of engineered backfill materials. In order to expedite the testing operations and to minimize delays to the contractor, our field representative will use a nuclear moisture-density gauge to verify compliance of fill materials with compaction specifications. More specifically, we propose to do the following:





1. Perform maximum density and optimum moisture content testing (Modified Proctor test, ASTM D-1557) for each fill material that is proposed for use at the site.
  2. Perform grain-size analysis of materials per ASTM for each specified material to determine suitability of material for drainage, bedding and engineered backfill.
  3. Perform in-place density / moisture tests to establish degree of compaction of fill materials during the engineered fill placement.
  4. Verify soil bearing capacity utilizing a Housel Penetrometer, Pocket Penetrometer or Dynamic Cone Penetrometer (DCP). Compare in place soil conditions with Geotechnical information.
- **Cast-In-Place-Concrete** – This service is required for the construction of foundations, walkways, curbs, pads and concrete pavement. Our field representative will observe the placement of reinforcing steel/mesh, observe concrete placement operations, perform appropriate field-testing and mold compression test cylinders. We will also perform the necessary related and/or follow-up services including the following:
    1. Observe mix cycle, concrete age, and delivery tickets.
    2. Observe concrete placement, consolidation, finishing and curing procedures.
    3. Conduct the following field concrete tests:
      - ◆ Slump (ASTM C 143) at the rate determined by the project specifications. Perform slump tests at the discharge end and at the truck, if concrete is pumped.
      - ◆ Temperature at the rate determined by the project specifications.
      - ◆ Air content (ASTM C 183 or C 231) at the rate determined by the project specifications.
      - ◆ Unit weight and yield (ASTM C 138) at the rate determined by the project specifications.
      - ◆ One set of four compressive strength test specimens, (cylinders ASTM-C 31), at the rate determined by the project specifications.
    4. Perform the following laboratory tests:



- ◆ Compressive strength tests at the rate determined by the project specifications. One at seven days; two at 28 days; and one held for later breaks.

Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

Under the scope of work covered by this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and inspection.

### **ALL-INCLUSIVE PROPOSED FEES**

As requested, PSI has provided an all inclusive per daily rates for our technician's to provide the requisite field testing services. These rates are inclusive of **FIELD AND LABORATORY COORDINATION ACTIVITIES, REPORT REVIEW, FIELD EQUIPMENT USAGE, VEHICLE COSTS, SECRETARIAL SERVICES AND PROJECT MANAGEMENT**. We have also included in this rate approximately 3 hours per week for report review, coordination and project management. A minimum 2 hour charge will be applied, unless work for the day is cancelled by the contractor without advance notice. Minimum "cancellation charges" will be limited to half day rates:

### **ALL INCLUSIVE UNIT RATES:**

- For observing earthwork operations, foundations, and concrete placement, by an experienced engineering technician for up to 8 hours:
  - \$50.00 per hour for regular hours
  - Half Day Rate of \$200.00 per half day.
  - Daily Rate of \$400.00 per day.

The estimated total fees will, of course, depend on the construction schedule, progress of work and unforeseen problems encountered.

We propose to perform the work on a unit rate basis in accordance with the attached





Schedule of Services and Fees. PSI's fees will be determined on a time and materials expended and the number of field and laboratory tests performed for this project. PSI's estimate assumes all work will be completed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. This project will be serviced from our Plymouth office, approximately 15 miles from the project site. Overtime or weekend / holiday rate will be charged at 1.5 times the unit rates listed above.


The total fee for our services is dependent on many factors, including duration of the project, actual hours worked, weather conditions, and subsurface conditions encountered. The above factors will also affect the amount of time that the project manager will be involved in the project. For typical projects, approximately 3 hours a week should be budgeted for project management's involvement with each major task based on full time inspection.

We understand that less than full-time services may be required at various times on this project. Accordingly, we will only charge for the actual services provided.



## Project Estimate Sheet

Item Quoted: **Construction Observation and Material Testing Services**  
 Quoted to: **Brian Barrick, Senior Landscape Architect**  
 Milestone Schedule: **TBD**  
**Lakeside Park Improvements Project**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Totals</u>
<b>Soils/ Earthwork/Foundations</b>				
Engineering Technician	9 Half Days	at up to 4 Hours	\$ 200.00	\$ 1,800.00
Engineering Technician	7 Full Days	at up to 8 Hours	\$ 400.00	\$ 2,800.00
				<b>\$ 4,600.00</b>
<b>Cast-in-Place Concrete</b>				
Engineering Technician	7 Half Days	at up to 4 Hours	\$ 200.00	\$ 1,400.00
				<b>\$ 1,400.00</b>
<b>Laboratory Tests</b>				
Moisture/Density Relationship (ASTM D1557)	2	each	\$ 175.00	\$ 350.00
Soil Classification (ASTM D2488)	2	each	\$ 65.00	\$ 130.00
Concrete Compressive Strength (ASTM C39)	50	each	\$ 12.00	\$ 600.00
				<b>\$ 1,080.00</b>
				<b>\$ 7,080.00</b>



Additional services requested but not quoted in this proposal will be performed in accordance with the attached "Schedule of Services and Fees". We also proposed that the work be performed pursuant to PSI's General Conditions. A copy of the General Conditions is enclosed herewith and incorporated into this proposal. PSI will proceed with the work and will issue the daily materials testing and field observation reports after receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

**Remarks:** See attached "Schedule of Service and Fees".

A representative of PSI will be contacting you to confirm receipt of this proposal and to discuss any questions that you may have. PSI appreciates the opportunity to offer its services and looks forward to working with you on this project

Respectfully Submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Dor'Mario Brown  
Branch Manager



Mahmoud E. El-Gamal, Ph.D., P.E.  
Chief Engineer / District Manager

---

Agreed to This \_\_\_\_\_ Day of \_\_\_\_\_, 2013

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

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

Firm: \_\_\_\_\_



Simplify Paperwork

To help streamline paperwork, this proposal can be considered an annual agreement for services in 2013. When projects arise which need our services, simply issue us a Purchase Order or some other form of authorization, indicating the name of the project. We will set up each project separately based on this agreement. This will eliminate the need to issue proposals and contracts for each new project while maintaining individual project tracking.

Would you like this proposal to serve as a 2012 annual agreement?  yes /  no

**Please sign one copy of this proposal and return to this office to serve as authorization to proceed.**



**Remarks:**

- All rates are billed on a portal to portal basis
- Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- Transportation and per diem are included in the unit rate.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- A minimum charge of 4 hours applies to field testing and observation services.
- 24-hour notice is required for all scheduling. PSI will try to provide a technician when scheduled the same day, but cannot guarantee that a technician will be available.
- A project management/engineering review charge is included in the unit rate.
- For all PSI Reports issued, a secretarial charge will be billed for the typing, preparation and distribution of the reports.
- The minimum billing increment for time is one hour.
- Drilling and field service rates are based on OSHA Level D personnel protection.
- For sites where drilling is to occur that are not readily accessible to a truck-mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- A project set-up charge of a minimum of two hours applies to all projects.
- Services and fees not listed on this schedule may be quoted on request.



**Professional Service Industries, Inc.**  
**Project Data Sheet**  
**Construction Material Testing and Observation Services**

1. Project Name: \_\_\_\_\_

2. Project Location: \_\_\_\_\_

3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

5. Number and Distribution of Reports:

( ) copies to: \_\_\_\_\_ ( ) copies to: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

( ) copies to: \_\_\_\_\_ ( ) copies to: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

6. Invoicing Address: \_\_\_\_\_

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

Attn: \_\_\_\_\_

7. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

8. Other Pertinent Information: \_\_\_\_\_



## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other 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 except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner 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.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site 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; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and 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 hereunder, 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.

**6. 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. PSI has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.

**8. PAYMENT:** 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 sixty (60) 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.

**9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. 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 PROFESSIONAL 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 WITH RESPECT TO 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, 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.

**10. INDEMNITY:** Subject to the foregoing limitations, PSI agrees 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 arising out of PSI's negligence to the extent of PSI's negligence. 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 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.

**11. 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, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

**12. 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. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee within one year following any project through which Client had contact with said employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.

**13. 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, transporter, treater 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.

**14. 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.

**15. 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.





## 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 Number: 010-13-0129

Date Issued: May 3, 2013

Mr. Brian D. Barrick, RLA  
Beckett & Raeder, Inc.  
535 W. William, Suite 101  
Ann Arbor, Michigan 48103

**Re: Construction Testing Services  
Lakeside Park Improvements Project  
Ypsilanti Charter Township, Michigan**

Dear Mr. Barrick:

Testing Engineers & Consultants, Inc. (TEC) is pleased to submit our proposal for the construction testing services on the Lakeside Park Improvements Project in Ypsilanti Charter Township, Michigan.

### **PROJECT UNDERSTANDING**

We understand the construction consists of, but is not limited to site preparation, soil erosion/sedimentation control, miscellaneous demolition, clearing and grubbing, earthwork, drainage system installation, concrete sidewalk, HMA paths, stabilized gravel paths, gravel drive, regulatory signage, site furnishings, picnic shelter, overlook platforms, floating dock, and landscaping. It is our understanding that no proposal may be withdrawn for at least sixty (60) consecutive calendar days after the official bid opening.

### **SCOPE OF WORK**

#### **1. Construction Observation and Materials Testing**

It is anticipated that the construction materials testing will include but not necessarily be limited to the following:

**Earthwork** – TEC will provide a Senior Engineering Technician to perform observation and testing of earthwork operations including proof rolling, density testing of engineered fill, backfill and aggregate base materials.

**Cast-in-Place Concrete** – TEC will provide a Senior Engineering Technician to perform observation and testing of cast-in-place concrete including placement of reinforcing steel and molding of concrete test cylinders.

**Bituminous Paving** – TEC will provide a Senior Engineering Technician to perform observation and testing of aggregate base materials and asphalt leveling and wearing courses.

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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 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.

Client: Beckett & Raeder, Inc.

Date: May 3, 2013

TEC Proposal Number: 010-13-0129

### Schedule of Fees

#### Personnel:

- Senior Engineering Technician ..... Hour \$ 35.00
- Project Engineer/Manager ..... Hour \$ 85.00
- Professional Engineer ..... Hour \$ 115.00

#### Laboratory Tests:

- Concrete Cylinder Tests ..... Each \$ 12.00
- Sieve Analysis..... Each \$ 70.00
- Moisture Density Relationship of Soils..... Each \$ 120.00
- Marshall Mix Relationship ..... Each \$ 120.00

#### Equipment/Reimbursables:

- Nuclear Density Gauge ..... Day \$ 25.00
- Site Trips..... Each \$ 30.00

### Estimate of Fees

Item No.	Inspection/Testing Activity	Quantity	Units	Unit Cost	Sub-Total	Total
1.01	<b>Subgrade Proofroll Verification and Soil Bearing Capacity Verification</b>					
	Senior Engineering Technician	24	Hour	\$35.00	\$840.00	<b>\$840.00</b>
1.02	<b>Compaction Testing of Granular Fill and Aggregate Bases</b>					
	Senior Engineering Technician	40	Hour	\$35.00	\$1,400.00	
	Nuclear Density Gauge	5	Day	\$25.00	\$125.00	
	Soil Moisture Density Relationship	2	Each	\$120.00	\$240.00	
	Sieve Analysis	1	Each	\$70.00	\$70.00	<b>\$1,835.00</b>
1.03	<b>Trench Compaction Testing</b>					
	Senior Engineering Technician	40	Hour	\$35.00	\$1,400.00	
	Nuclear Density Gauge	5	Day	\$25.00	\$125.00	
	Soil Moisture Density Relationship	1	Each	\$120.00	\$120.00	
	Sieve Analysis	1	Each	\$70.00	\$70.00	<b>\$1,715.00</b>
1.04	<b>Concrete Testing and Inspection for Headwalls, Footings and Sidewalks</b>					
	Senior Engineering Technician	40	Hour	\$35.00	\$1,400.00	
	Concrete Cylinder Tests	20	Each	\$12.00	\$240.00	<b>\$1,640.00</b>
1.05	<b>Bituminous Pavement Testing</b>					
	Senior Engineering Technician	32	Hour	\$35.00	\$1,120.00	
	Nuclear Density Gauge	4	Day	\$25.00	\$100.00	
	Marshall Mix Relationship	4	Each	\$120.00	\$480.00	<b>\$1,700.00</b>
1.06	<b>Engineering Support/Reimbursables</b>					
	Project Manager/Engineer	8	Hours	\$85.00	\$680.00	
	Site Trips	25	Each	\$30.00	\$750.00	<b>\$1,430.00</b>
<b>Testing Total</b>						<b>\$9,160.00</b>

**Testing Engineers & Consultants, Inc.**

Client: Beckett & Raeder, Inc.

Date: May 3, 2013

TEC Proposal Number: 010-13-0129

We thank you for the opportunity to submit our proposal for this project. Please contact this writer if you have questions or need additional information.

Respectfully submitted,

**TESTING ENGINEERS & CONSULTANTS, INC.**

A handwritten signature in black ink, appearing to read "Ruben E. Ramos", is positioned above the printed name.

Ruben E. Ramos, P.E.

Vice President

Engineering and Construction Services

RER/jb



**Soil and Materials Engineers, Inc.**

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May 2, 2013

Mr. Brian D. Barrick, RLA  
Beckett & Raeder, Inc.  
535 W. William, Suite 101  
Ann Arbor, Michigan 48103

Via electronic mail: [bbarrick@bria2.com](mailto:bbarrick@bria2.com) (pdf file)

RE: Proposal for Construction Materials Services  
Lakeside Park Improvements Project  
Ypsilanti Township, Michigan  
SME Proposal No. P01119.13

Dear Mr. Barrick:

**SOIL AND MATERIALS ENGINEERS, INC. (SME)** would be pleased to provide the Construction Materials Services (CMS) for the Lakeside Park Improvements project in Ypsilanti Charter Township, Michigan. Our assumed scope of services and our estimated fees are included within this proposal.

### Project Description

We understand the project includes the construction of a new picnic shelter, overlook platforms, a floating dock, hot mix asphalt (HMA) paths, gravel paths, a gravel parking area and drive (for this phase of the project the contractor will only excavate, grade, and compact the subbase for the aggregate parking and drive, and not supply, place, or compact the final grade aggregate), concrete curbs and pavements, and an HMA approach. The road work within the Textile Road right-of-way (ROW) shall be tested in accordance with Washtenaw County Road Commission testing standards. A community boat house is to be bid and constructed under a separate contract.

### Scope of Services

We have developed our fee estimate based on our review of the project drawings prepared by Beckett & Raeder, Inc. dated April 5, 2013. We anticipate our services for this project will consist of providing construction materials services related to engineered fill, foundations, reinforcing steel, concrete, and HMA pavements. We anticipate that our scope of services to address these items will include:

- Testing the foundation subgrade soils in order to verify their suitability for the design bearing pressure;

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Ohio

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**consultants in the geosciences, materials, and the environment**

- Reviewing the placement of reinforcing steel for the headwalls, footings, walls, and curbs for compliance with approved shop drawings and/or project drawings;
- Performing plastic field tests and molding compressive strength specimens on the concrete to be placed for the headwalls, footings, walls, and curbs/sidewalks;
- Evaluating the suitability of the pavement subgrade soils through the observation of proofrolls;
- Observing fill placement and compaction procedures and performing field density tests on site fills, utility trench backfill, and aggregate base material;
- Providing HMA paving reviews including measuring the HMA loose thickness and temperature, performing in-place density testing on the compacted HMA, and sampling the HMA for extraction/gradation testing.

### Fee Estimate

For our budget estimate, we have assumed:

- 3 site visits to test and evaluate the foundation bearing soil, review the placement of reinforcing steel and test the concrete for the two overlooks and the pavilion;
- 1 site visit to review the placement of reinforcing steel and test the concrete for the retaining wall for the overlook/pavilion;
- 1 site visit to perform in-place density testing on the backfill for the retaining wall for the overlook/pavilion;
- 1 site visit to review the placement of reinforcing steel and test the concrete for the headwall;
- 5 site visits to evaluate the condition of the pavement subgrade soil through the observation of proofrolls;
- 2 site visits to perform in-place density testing on the utility trench backfill material;
- 4 site visits to perform in-place density testing on the aggregate base material for the stabilized gravel paths, HMA paths, and HMA pavements;
- 3 site visits to perform concrete testing for the curbs and concrete pavements;
- 1 site visit to perform HMA paving review for the ROW;
- 1 site visit to perform HMA paving review for the paths;
- 3 modified Proctor tests and 2 sieve analyses;
- 32 concrete cylinders, and;
- 4 bituminous extraction/gradation tests.

We estimate a fee of **\$13,000** to provide the CMS services outlined above for the referenced project. The above fee estimates assume that work will occur from Monday through Friday during normal working hours (7:00 am to 5:00 pm). Additional fees beyond the above estimate would be required for services provided on weekends or holidays or for additional site visits spent beyond the estimated scope indicated above. Our budget estimate also includes a limited amount of project management for scheduling, coordination, technical support, report review, and report preparation and transmittal.



Please note that the above fee estimate reflects our estimates of the project schedule and sequencing, and that invoices will be prepared according to the attached fee schedules (FS:0 and FS:4) based upon the actual amount of time expended, tests performed and materials used. This is determined by your staff's request of our services during construction based on the duration, progress and scheduling of the above items. Please take a moment to review our assumptions to see if they agree with your planned scheduling of the actual construction work. Let us know if you would like us to make any changes to the number of site visits or tests proposed.

**Authorization**

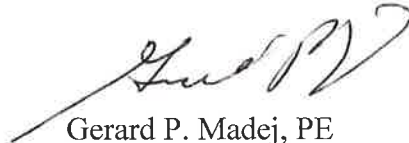
Also included with this letter is a copy of our General Conditions that govern our services. Please sign one copy of this proposal in the space indicated on the General Conditions and return it to us for our records. If you have any questions or require additional information, please contact us via telephone or e-mail at [bertucci@sme-usa.com](mailto:bertucci@sme-usa.com). Additional information about SME, including staff and project profiles, is available at our corporate website, [www.sme-usa.com](http://www.sme-usa.com). We are looking forward to working with you on this project.

Yours very truly,

**SOIL AND MATERIALS ENGINEERS, INC.**



Matthew T. Bertucci, PE  
Project Engineer



Gerard P. Madej, PE  
Vice President

Enclosures: FS: 0 & 4 (01/12)  
GC: (1/09)

Proposals/2013/P01119.13.docx



# FEE SCHEDULE PERSONNEL AND EXPENSES

## PERSONNEL

Technician I.....	Per Hour .....	42.00
Technician II .....	Per Hour .....	50.00
Technician III .....	Per Hour .....	60.00
Technician IV .....	Per Hour .....	70.00
NDT Technician.....	Per Hour .....	80.00

Minimum 4 Hours Per Day for Technicians

Field Engineer/Geologist.....	Per Hour .....	75.00
Staff Engineer/Geologist, Materials Specialist, Environmental Specialist.....	Per Hour .....	85.00
Senior Engineer/Geologist, Senior Materials Specialist, Senior Environmental Specialist .....	Per Hour .....	100.00
Project Engineer/Consultant/Geologist, Materials Consultant .....	Per Hour .....	120.00
Senior Project Engineer/Consultant/Geologist, Project Manager.....	Per Hour .....	145.00
Senior Consultant, Senior Project Manager, Certified Industrial Hygienist.....	Per Hour .....	165.00
Certified Professional (Ohio VAP).....	Per Hour .....	190.00
Principal Consultant .....	Per Hour .....	210.00
Laboratory Technician .....	Per Hour .....	70.00
CAD .....	Per Hour .....	80.00
Drafter .....	Per Hour .....	65.00
Log Processor .....	Per Hour .....	60.00
Word Processing, Administrative Assistant .....	Per Hour .....	55.00
<b>Communication Fee (Postage, Shipping, Faxes, Cell Phones, etc) .....</b>	<b>3% of Personnel Fees</b>	

Expert Testimony and Depositions (including preparation time)..... Premium of 50% added to hourly rate

Overtime rate (Applies to all work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday)..... Standard Rate x 1.5

## TRANSPORTATION AND EXPENSES

Transportation Charge, SME or Private Vehicle.....	Per Mile .....	0.75
Lodging, Subsistence, Out-of-town Travel .....	At Cost + 20%	
Subcontract Expenses, Equipment Rental .....	At Cost + 20%	
Direct Expenses (Film, Photos, Prints, Permits, Maps, etc) .....	At Cost + 20%	
Extra Copies of Report (normal distribution is 3 copies) .....	Per Copy .....	50.00
Plotting 24 x 36 (Black & White).....	Each .....	4.50
Plotting 11 x 17 (Black & White) .....	Each .....	1.50
Plotting 24 x 36 (Color).....	Each .....	12.00
Plotting 11 x 17 (Color).....	Each .....	3.75
Plotting 8.5 x 11 (Color).....	Each .....	2.00
Blueprint Sepia .....	Per Sheet.....	20.00

*Other Services including Drilling, Special Equipment use, and Special Laboratory Testing .....* *See Appropriate Fee Schedule*  
*Other services not listed will be provided upon request*

## GENERAL NOTES

- Hourly rates will be charged for time spent in the interest of the project, in preparation of reports, as well as travel time to and from the job site. Fees for laboratory tests include reporting of routine results without comments, recommendations or conclusions. Discussion, interpretation, and consultation are charged at appropriate hourly rates.



2. 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.
3. SME General Conditions govern all the work performed.





# FEE SCHEDULE ENGINEERED MATERIALS SERVICES

SEE FS:0 FOR STAFF RATES

## EQUIPMENT

Use of Coring Machine .....	Per Day .....	160.00
Use of Coring Machine and Generator.....	Per Day .....	250.00
Plus bit wear for concrete (0 – 12" thick).....	Per Core .....	25.00
Mobilization of drill rig and two-man crew on and off site.....	Per Mile-Each Way.....	4.00
	Minimum Charge.....	500.00
Charge for all-terrain drill rig .....	Per Day .....	400.00
Use of Drill Rig and two-man crew.....	Per Hour.....	200.00
Centrifuge Extractor for Asphalt Batch Plant.....	Per Day .....	80.00
Penetrometer (Housel, Dynamic Cone).....	Per Day .....	30.00
Corps of Engineers DCP .....	Per Day .....	100.00
Muck Probe .....	Per Day .....	50.00
Resistivity Moisture Meter.....	Per Day .....	30.00
Nuclear Density – Moisture Meter .....	Per Day .....	50.00
	Per Week.....	200.00
	Per Month .....	600.00
Field Maximum Density Equipment .....	Per Day .....	55.00
RH Probes .....	Each .....	10.00
RH Probe Reader.....	Per Day .....	25.00
Windsor Probe.....	Per Day .....	105.00
Windsor Probe Shot Costs.....	Each .....	12.00
Profilometer for Floor Flatness (Computerized) .....	Per Day .....	200.00
Profilometer for Floor Flatness (Manual).....	Per Day .....	150.00
FWD (Falling Weight Deflectometer – Roads/Parking Lots<27,000 lbf).....	Per Day .....	1,800.00
FWD (Falling Weight Deflectometer – Roads/Parking Lots<27,000 lbf).....	Per Hour (Min. 4 Hours).....	300.00
Mobilization of FWD.....	Per Mile Each Way.....	3.25
Minimum Mobilization Charge.....		325.00
Profilometer.....	Per Day .....	600.00
Power Hand Auger .....	Per Day .....	110.00
Survey Equipment (total station).....	Per Day .....	200.00
(rod & level).....	Per Day .....	30.00
Benkleman Beam .....	Per Day .....	110.00
GPS (High accuracy).....	Per Day .....	500.00
GPS Unit (with sub-meter assembly) .....	Per Day .....	250.00
R-Meter .....	Per Day .....	100.00
Laser Level.....	Per Day .....	100.00
Infrared Thermography .....	Per Day .....	600.00
Torque Wrench.....	Per Day .....	75.00
Skidmore Tension Calibrator .....	Per Day .....	110.00
Hammer Drill .....	Per Day .....	50.00
Magnetic Particle – Yoke Method.....	Per Day .....	50.00
Dye Penetrant Testing .....	Per Day .....	50.00
Ultrasonic Testing – Flaw Detector.....	Per Day .....	100.00
Hydraulic Load Test Equipment .....	Per Day .....	200.00
Pulse Radar.....	Per Day .....	600.00
Phased Array UT.....	Per Day .....	600.00
UPV with Spectral Analysis of Surface Waver (SASW).....	Per Day .....	600.00
Ultrasonic Pulse Velocity (UPV) .....	Per Day .....	400.00
Ultrasonic Impact Echo .....	Per Day .....	250.00
Coatings Test Kit.....	Per Day .....	75.00
Portable Concrete Beam Breaker .....	Per Day .....	30.00





## LABORATORY

### Concrete

Grout Cylinder Testing.....	Each .....	14.00
Compressive Strength of Concrete Cylinders – Made by SME .....	Each .....	14.00
– Made by Others .....	Each .....	20.00
Compressive Strength of Concrete Cores.....	Each .....	65.00
Indirect Split Tensile Strength of Concrete Cores .....	Each .....	80.00
Flexural Strength of Concrete Beams.....	Each .....	75.00
Concrete Mix Design (normal weight) and Trial Batch .....	Each .....	450.00
Concrete Floor Moisture Kit .....	Each .....	30.00

### Soil/Aggregates

Lightweight Particles in Fine Aggregate (ASTM C123).....	Each .....	90.00
Lightweight Particles in Coarse Aggregate (ASTM C123).....	Each .....	175.00
Clay Lumps Friable Particles .....	Each .....	50.00
Laboratory Proctor Test (ASTM 1557 or 698) – 4 inch mold.....	Each .....	140.00
Laboratory Proctor Test (ASTM 1557 or 698) – 6 inch mold.....	Each .....	160.00
Clay Proctor Sample Preparation .....	Each .....	60.00
One–Point Proctor .....	Each .....	70.00
Sieve Analysis .....	Each .....	60.00
Loss by Wash .....	Each .....	60.00
Specific Gravity of Soils .....	Each .....	150.00
Specific Gravity of Aggregates, with Absorption .....	Each .....	70.00
Organic Impurities.....	Each .....	70.00
Organic Content .....	Each .....	50.00
Unit Weight of Fine or Coarse Aggregate.....	Each .....	60.00
Soundness of Aggregate (5 cycle).....	Each .....	225.00
Crushed Content.....	Each .....	70.00
Deleterious Pick .....	Each .....	70.00
Atterberg Limits (LL + PL).....	Each .....	125.00
Hydrometer/ Gradation Analysis.....	Each .....	185.00
Permeability Test of Liner Sample.....	Each .....	275.00
Permeability Test of Compacted Sample .....	Each .....	325.00
Coarse Aggregate Test (ASTM C-33).....	Each .....	950.00
Fine Aggregate Test (ASTM C-33).....	Each .....	650.00
Swell Test.....	Each .....	300.00
Triaxial Strength Testing – Unconsolidated/Undrained .....	Each Point.....	150.00
Triaxial Strength Testing – Consolidated/Drained .....	Each Point.....	300.00
Potential Alkali Reactivity of Aggregates (ASTM C-1567/ASTM C-1260) .....	Each .....	625.00
Alkali Reactivity of Aggregates (ASTM C-1293).....	Each .....	1000.00

### Bituminous

Bituminous Mix Design – 4 Point Marshall Method.....	Each .....	900.00
Bituminous Mix Design–3 Point Marshall Method.....	Each .....	675.00
One–Point Mix Verification .....	Each .....	350.00
Marshall Stability and Flow Test (molded samples) .....	Per Sample .....	90.00
MDOT Submittal for Marshall Design.....	Each .....	2,000.00
Marshall Density of Laboratory Compacted Asphalt.....	Per Sample .....	65.00
Density of Pavement Core.....	Per Sample .....	45.00
Theoretical Maximum Density (Rice Method).....	Each .....	90.00
Extraction/Gradation of Bituminous Concrete .....	Each .....	175.00
Asphalt Cement Content Only.....	Each .....	90.00
Penetration of Bituminous Material .....	Each .....	85.00
Abson Recovered Penetration with extraction/gradation .....	Each .....	300.00
Abson Recovered Penetration without extraction/gradation .....	Each .....	225.00



### **Concrete Masonry Units**

Compressive Strength – Gross Area/Net .....	3 Block Set.....	300.00
Absorption.....	3 Block Set.....	200.00
Dimensional Review .....	3 Block Set.....	150.00
Linear Shrinkage .....	3 Block Set.....	450.00
Compressive Strength of Prism – Hollow .....	Each prism .....	300.00
– Solid (Grouted) .....	Each prism .....	400.00
Freeze-Thaw Testing (100 cycles) .....	5 Block Set.....	850.00
Freeze-Thaw Testing (additional 50 cycles).....	5 Block Set.....	550.00
Freeze-Thaw Testing (Canadian Method 50 cycles).....	5 Block Set.....	500.00

### **Brick**

Compressive Strength.....	5 Brick Set .....	250.00
Modulus of Rupture for Paving Brick .....	5 Brick Set .....	250.00
Absorption – Basic with Saturation Coefficient.....	5 Brick Set .....	300.00
– Initial Rate (Lab method) .....	5 Brick Set .....	150.00
Efflorescence .....	5 Brick Set .....	300.00
Dimensional Review .....	10 Brick Set .....	250.00
Freeze-Thaw Testing (50 cycles) .....	5 Brick Set .....	800.00

### **Retaining Wall Masonry Units**

Compressive Strength.....	3 Block Set.....	450.00
Absorption.....	3 Block Set.....	250.00
Freeze-Thaw Testing (100 cycles) .....	5 Block Set.....	750.00

### **Paver Brick**

Compressive Strength.....	Each .....	50.00
Absorption.....	Each .....	30.00
Freeze-Thaw Testing (50 cycles) .....	5 Block Set.....	500.00

### **Grout/Mortar**

Compressive Strength – 2” x 2” Cubes .....	Each .....	35.00
– 3” x 3” x 6” Specimen.....	Each .....	45.00
Splitting Tensile – 3” x 6” Cylinders .....	Each .....	50.00
Mortar Aggregate Ratio.....	Each .....	125.00
Quantitative Analysis of Hardened Mortar (Historical/Mix) .....	Each .....	1,700.00

### **Roofing**

Build-up Roof Test Cut Analysis (ASTM D-2829) with aggregate.....	Each .....	300.00
Build-up Roof Test Cut Analysis (ASTM D-3617) without aggregate .....	Each .....	225.00
Thermal Insulation Compressive Strength (ASTM D-1621).....	Each .....	100.00
Thermal Insulation Density (ASTM D-1622).....	Each .....	80.00
Softening Point of Bitumen – Ring and Ball (ASTM D-36) .....	Each .....	200.00
Measuring Voids in Roofing Membrane (ASTM D-5076).....	Each .....	200.00

### **Fireproofing**

Adhesion/Cohesion Bond Equipment .....	Per Test.....	50.00
Density Laboratory Test .....	Each .....	80.00
Intumescent Dry Film Thickness Gauge .....	Per Day .....	75.00



## GENERAL NOTES

1. Equipment charges do not include personnel time for performing test.
2. Consultation, interpretation of data, and recommendation or conclusions based on tests results are not included in equipment fee.





## 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 _____	Street _____	
Printed Name _____	Title _____	City / State _____	
Company _____		Zip Code _____	



*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)

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**TO:** Ypsilanti Township Board of Trustees

**CC:** Jeff Allen, Residential Services Director  
Doug Winters, Township Attorney

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

**DATE:** May 6, 2013

**RE:** **Request for approval to award the Boathouse portion of the Lakeside Park Improvement Project (MNRTF 10-05) to the low bidder, Contracting Resources**

Included with this communication please find the letter of recommendation from Christopher Longerbeam, Project Engineer from Eastern Michigan University and supporting documents for the construction of the proposed boathouse. As you will see, a total of five bids were received and EMU's recommendation is to award the project to Contracting Resources, who are the low bidder with a base cost of \$320,000.

As part of the grant process, we will need to forward our recommendation to the Michigan Department of Natural Resources for their approval. Therefore, we respectfully ask that Contracting Resources be awarded the project pending MDNR approval & attorney review.

We ask that this item be placed on the May 13, 2013 Board meeting agenda for consideration. I will be in attendance at the Board meeting to answer any questions you may have.



May 6, 2013

Mr. Arthur Serafinski  
Director  
Ypsilanti Township Recreation  
2025 E. Clark road  
Ypsilanti, MI 48198

Regarding: Lakeside Park – Boat House

Dear Mr. Serafinski,

On April 8, 2013 the Eastern Michigan University's Physical Plant and Purchasing departments in conjunction with the Charter Township of Ypsilanti solicited an RFP for Design Build services for the Lakeside Park Boathouse. This project was publicly bid and sealed bids were received on April 25, 2013 from five bids.

- Anderson Morris construction      \$393,000.00
- KASCO                                      \$484,014.09
- Cedroni Associates                      \$425,000.00
- Davenport Brothers                    \$463,546.00
- Contracting Resources                \$320,000.00

The low bid falls within 1% of the Facilities Planning and Construction department's estimate with escalation for time taken into account. A scope review was conducted with the two low bidders, Contracting Resources and Anderson Morris Construction, on May 2, 2013. Subsequent to those scope reviews, both vendors were found to have complete bids and a full understanding of project's scope.

Additionally the low bidder, Contracting Resources, has recently successfully completed both the Hoyt Hall Renovation project and DC I Ramp project for us.

For these reasons it is Facilities Planning and Construction's and Purchasing's recommendation to award the project to the low bidder Contracting Resources.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Christopher B. Longerbeam, AC  
Project Engineer  
Eastern Michigan University

Attachments: Design Build Proposal Letter  
Bid Tabulation Sheet



April 25, 2013

Charter Township of Ypsilanti  
c/o Eastern Michigan University  
Purchasing Department  
875 Ann St., #103  
Ypsilanti, MI 48197

Attn: Travis Temeyer

Re: Request for Proposal (RFP)  
General Contracting Services  
EMU Boathouse – Lakeside Park  
Project No.: 13-040

Dear Mr. Temeyer,

Thank you for allowing Contracting Resources (CRI) to bid on this project. We propose to complete the project and all work associated with Tower Pinkster Project 12-104.00 Drawing A-101 dated March 15, 2012 for the guaranteed maximum price amount of:

**Three Hundred Twenty Thousand Dollars**

**\$320,000.00**

**Inclusions and clarifications**

The following items are included in this proposal:

1. Clarifications included in Addendums 1 & 2
2. All work during normal work hours.
3. Foundations to be earth formed trench style.
4. Exterior masonry to be integral color (non-white).
5. Wall, ceiling and floor insulation limited to Toilet/Shower/Changing Room block.
6. Swing doors are standard grade hollow metal with hinges and locksets. No door closers included.
7. Overhead doors are non-insulated, manual operation. Add \$400 for insulation and liner panels.
8. Plumbing water and sanitary connections within 5' of building. All well and septic work by others.
9. HVAC is all electric limited system. No ventilation in boat storage area.

The following items are excluded from this proposal:

1. Building permit fees
2. Low voltage and security equipment.

**Contracting Resources, Inc.**  
403 E. Grand River, Suite C  
Brighton, MI 48116

Phone: (810) 229-4320  
Fax: (810) 229-4371  
[www.contractingresources.net](http://www.contractingresources.net)

Eastern Michigan University  
April 25, 2013  
Page 2

Sincerely,

**Contracting Resources, Inc.**



James E. Barnas, AIA  
President

CF-02





EMU  
Boathouse

Schedule of Values

<b>Division of Work</b>	<b>Cost per SF</b>	<b>Cost</b>
Earthwork/Concrete	\$6.75	\$35,000
Masonry	\$5.40	\$28,000
Building Structure and Enclosure	\$16.40	\$85,000
Doors/Frames/Hardware	\$0.87	\$4,500
Overhead Doors	\$0.44	\$2,300
Carpentry & Drywall	\$3.47	\$18,000
Paints and Epoxy Flooring	\$1.16	\$6,000
Toilet Partitions & Accessories	\$0.39	\$2,000
Plumbing	\$3.86	\$20,000
HVAC	\$1.93	\$10,000
Electrical	\$5.83	\$30,200
Design Services	\$0.39	\$2,000
Project Management Personnel	\$6.75	\$35,000
GC Reimbursable Expenses	\$1.16	\$6,000
PLM Bond	\$1.16	\$6,000
D/B Fee	\$5.79	\$30,000
<b>TOTAL</b>	<b>\$61.73 per SF</b> <b>5,184 SF</b>	<b>\$320,000</b>

EASTERN MICHIGAN UNIVERSITY

Bid Tabulation Sheet

Proposal: RFQ # 173 - EMU BOATHOUSE  
 Due Date: 4/25/19 @ 2:00 pm

Witnesses:

FRANIS TENKOPIC   
CHRIS LAWRENCE 

Bidder Name	Address	City	State	Zip	Bid Submission Time & Date	Base Bid	Alternate #1	Vet/Minority #1						
ANDERSON NORRIS CONST						\$395,000								
KASCO						\$484,000								
CEORONI ASSOCIATES						\$425,000								
JAVENPORT BROTHERS						\$463,500								
CONTRACTING RESOURCES						\$320,000								

NOTES:

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