# CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

**BRENDA L. STUMBO** 

Clerk.

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN

**April 7, 2015** 

Work Session – 5:00 p.m. Regular Meeting – 7:00 p.m.

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

### Charter Township of Ppsilanti

# Proclamation

#### In Honor of Chemical Awareness Week May 10-16, 2015

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 10-16, 2015 *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 7<sup>th</sup> day of April, 2015

Brenda L. Stumbo, Supervisor

Jenda & Strend

Karen Javeyy Rop Karen Lovejoy Roe, Clerk

Larry J. Doe, Treasurer

Jean Hall Currie, Trustee

Jean Hall Currie

Stan Eldridge, Trustee

Mike Martin, Trustee

Scott Martin, Trustee

## Charter Township of Ppsilanti

# Proclamation

# In Honor of Multiple Chemical Sensitivity Awareness May 10-16, 2015

**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 10-16, 2015 *MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK* in Ypsilanti Township and commend this observance to all Township residents.

Dated and signed this 7<sup>th</sup> day of April, 201

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Karen Saveyay Rop

Larry J. Ďoe, Treasurer

Jean Hall Currie, Trustee

Stan Eldridge, Trustee

1 Sacrifica (B

Mike Martin, Trustee

Scott Martin, Trustee



# 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

#### WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, APRIL 7, 2015

5:00 P.M.

# CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

| 1. | EMERGENT HEALTH PARTNERS FIRE DISPATCHING SERVICE CONTRACTERIC COPELAND, FIRE CHIEF |
|----|---|
| 2. | YANKEE AIR MUSEUM PD STAGE 1 REZONING APPLICATION JOE LAWSON, PLANNING DIRECTOR     |
| 3. | PROPOSED SIGN ORDINANCE AMENDMENT JOE LAWSON, PLANNING DIRECTOR                     |
| 4. | REVIEW AGENDA SUPERVISOR STUMBO   |
| 5. | OTHER DISCUSSION BOARD MEMBERS  |





Office (734) 544-4225 Fire Chief (734) 544-4110 Fire Marshal (734) 544-4107 Fax (734) 544-4195

FIRE DEPARTMENT 222 SOUTH FORD BOULEYARD YPSILANTI, MICHIGAN 48198-6067

### **MEMORANDUM**

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: March 2, 2015

Subject: Authorization to approve the 2015 / 2016 Fire Dispatching Service contract with Emergent

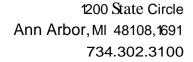
Health Partners, Inc. (former Huron Valley Ambulance, Inc.) for the initial period of July 1, 2015 tluough June 30, 2016 in the total amount of \$71, 473.80, the monthly fee is \$5,956.15. The second period, July 1, 2016 through June 30, 2017 in the total amount of \$72,887.85, the monthly fee is \$6,073.99 fees are budgeted in line 206-206.000-857.001

COMMUNICATIONS.

Attached is Emergent Health Partners, Inc. agreement for Fire Dispatching Services to the Charter Township of Ypsilanti covering a two year period beginning July 1, 2015 and ending June 30, 2017.

- The initial period of July 1,2015 tluough June 30, 2016, the monthly fee is \$5,956.15 for a total fee of \$71,473.80 for this period.
- The second period, July 1,2016 through June 30, 2017, the monthly fee is \$6,073.99 for a total fee of \$72,887.85 for this period.

The annual costs for Fire Dispatching are budgeted in the 2015 FIRE FUND line-item 206-206.000-857.001 COMMUNICATIONS. The increased fees are caused by an increase in annual calls, 4076 call average for the 2013/2014 period increasing to 4316 call average for the 2015/2016 agreement period. Attached is a memorandum with the formula for determining the cost per alarm for years 2015 and 2016.





#### **MEMORANDUM**

Date: February 28, 2015

To: Chief Eric Copeland, Ypsilanti Township Fire Department

From: Kevin Irwin, Communications Manager

Re: Fire dispatching costs for 2016 and 2017

Under the last agreement, a formula was adopted which acknowledges a portion of the calls as common to both EMS and Fire alarm dispatch costs. The Adopted formula currently being used is as follows:

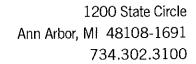
Cost per alarm = <u>Total Emergent Communications Budget</u> (Fire Calls -Shared %) + Fire Dispatches + EMS Volume

Your costs per alarm for FY 2016, for fire dispatching is \$16.68 per alarm. The calculated costs for fire dispatching for FY 2017, is 17:01 per alarm. Your volume may have gone up or down based on requests for your service or a change in the Category of calls you respond to.

I have listed your rates below that will start in July 1,2015 under Exhibit 3.2. If you have any questions, please feel free to contact me at 734-477-6440 or email me at kirwin@emergenthealth.org

#### Ex1Iibit 3.2

Initial period: July 1, 2015 through June 30, 2016; the monthly fee for Ypsilanti Township fire Department is \$5,956.15 for a total fee of \$71,473.80. For the second year of the contract; the monthly fee is \$6,073.99 for a total fee of \$72,887.85.





#### FIRE DISPATCHING SERVICE AGREEMENT

#### **BETWEEN**

#### EMERGENT HEALTH PARTNERS, INC.

#### AND

#### YPSILANTI CHARTER TOWNSHIP

This Fire Dispatching Service Agreement, effective the 1st day of July, 2015, between the YPSILANTI CHARTER TOWNSHIP, 222 S. Ford Blvd., Ypsilanti Ml 48198, a municipal corporation ("Township"), on behalf of the Ypsilanti Charter Township Fire Department ("Fire Department"), and EMERGENT HEALTH PARTNERS, INC., 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("EHP").

#### WITNESSETH:

Whereas, Township is contracting with EHP to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, EHP is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, Township and EHP mutually desire and agree that EHP shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

#### **SECTION 1**

#### SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP

- 1.1 <u>General Statement</u>. EHP shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.
  - 1.2 <u>Dispatching and Communications Services ("Services")</u>.

- 1.2.1. <u>Services</u>. EHP shall provide the following services to the Fire Department:
- a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.
- b. Promptly notify the Fire Department of valid requests for Fire Department services ("Service Request") pursuant to guidelines, policies, procedures, and protocols established by EHP and approved by the Fire Department.
- c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.
- d. Cooperate fully with the Fire Department in any individual review of a Service Request.
- e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.
- f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by EHP, and to verify EHP's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to EHP pursuant to Section 3 of this Agreement.
- g. Neither EHP nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,
- 1.2.2. Exceptions to Services. EHP's obligations for Services pursuant to this Agreement are limited, however, by EHP's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that EHP and the Fire Department utilize communications systems that neither party owns or maintains. EHP shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.
- 1.3 <u>Telecommunications Equipment</u>. EHP agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that EHP owns and controls, EHP shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.
- 1.4 <u>Personnel</u>. EHP shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.
- 1.5 <u>Performance Standards</u>. EHP shall provide Services in good faith, in a timely manner, and accordance with industry standards.

- 1.6 <u>Compliance with Law, Rules, and Regulations</u>. In its performance of this Agreement, EHP shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.
- 1.7 <u>Non-Discrimination</u>. EHP will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of EHP's business).

#### **SECTION 2**

# SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE YPSILANTI CHARTER TOWNSHIP FIRE DEPARTMENT

- 2.1 <u>General Statement</u>. The Fire Department shall retain ultimate authority and control over its own governance and operations.
- 2.2 <u>Communications and Computer Equipment</u>. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.
- 2.3 <u>Specialized Communications and Computer Equipment</u>. It will be the responsibility of the Fire Department to provide to EHP any specialized communications or computer equipment, which is unique to its specific needs, and not used by EHP or the other fire departments that it provides Services for.
- 2.3 <u>Compliance with Laws, Rules and Regulations</u>. The Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

#### **SECTION 3**

#### PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

- 3.1 <u>Basic Provision</u>. In consideration of receiving Services, equipment and personnel provided by EHP to the Fire Department, the Township agrees to pay EHP monthly fee, which is recalculated annually. The fee, which is further described in **Appendix** "A", is determined by dividing EHP's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").
- 3.2 <u>Initial Fee</u>. For the initial period of July 1, 2015 through June 30, 2016, the monthly fee is \$5,956.15 for a total fee of \$71,473.80 for this period. The second period, July 1, 2016 through June 30, 2017, the monthly fee is \$6,073.99 for a total fee of \$72,887.85.

- 3.3 <u>Payment</u>. The Township shall pay EHP within sixty (60) days of receipt of invoice.
- 3.4 <u>Subsequent Bi-Annual Fees</u>. Each January, EHP will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1<sup>st</sup>. EHP shall notify the Township of the fee for the following period no later than February 28<sup>th</sup>.

#### **SECTION 4**

#### TERM AND TERMINATION

4.1 <u>Term</u>. This Agreement shall commence on July 1, 2015 and continue through June 30, 2017. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, EHP shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30<sup>th</sup>, under the prevailing current fee while the Township makes other arrangements for dispatching services.

- 4.2 <u>Termination</u>. This Agreement may be sooner terminated as set forth below.
- 4.2.1. <u>Termination During Annual Renewal</u>. The agreement may be terminated by either party in accordance with Section 4.1.
- 4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.
- 4.2.3. <u>Mutual Agreement</u>. This Agreement may be sooner terminated by mutual written agreement of the parties.
- 4.2.4. Loss or Reduction of Insurance Coverage. In the event either EHP or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30)

calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 <u>Post-Termination Obligations</u>. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

#### **SECTION 5**

#### **GENERAL PROVISIONS**

#### 5.1 Insurance.

#### 5.1.1. EHP.

- a. <u>Errors and Omissions Insurance</u>. EHP shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2, 000,000 aggregate, covering the activities of EHP, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.
- b. <u>Comprehensive General Liability Insurance</u>. EHP shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of EHP, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.
- 5.1.2. <u>Notice of Claim</u>. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.
- 5.2 <u>Independent Contractor Relationship</u>. It is expressly understood and agreed by the parties that EHP is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which EHP performs Services which are the subject matter of this Agreement;

provided always that the Services to be provided by EHP shall be provided in a manner consistent with the provisions of this Agreement.

- 5.3 <u>Compliance with Laws and Regulations</u>. EHP shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.
- 5.4 <u>Interpretation of Agreement</u>. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.
- 5.5 <u>Amendments</u>. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.
- 5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.
- 5.7 <u>Limited Enforcement</u>. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and EHP.
- 5.8 <u>No Assignment</u>. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

| IN WITNESS WHEREOF, the partiexecuted of the day of | ies hereto have caused this Agreement to be, 20: |
|---|--|
| YPSILANTI CHARTER TOWNSHIP<br>("TOWNSHIP")          | EMERGENT HEALTH PARTNERS INC. ("EHP")            |
| Ву:   | Ву:  |
| Its: Supervisor                                     | Its: President and CEO                           |
| Ву:   |  |
| Its: Clerk  |  |

#### **APPENDIX "A"**

EHP shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

EHP and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, EHP will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

EHP will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from EHP played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1<sup>st</sup>.

Supervisor
BRENDA L. STUMBO
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KAREN LOVEJOY ROE
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JEAN HALL CURRIE
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MIKE MARTIN
SCOTT MARTIN



# Office of Community Standards

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

#### **Memorandum**

To: Township Board of Trustees

Cc: Lisa Garrett, Deputy Clerk

From: Joe Lawson, Planning Director

Date: March 31, 2015

Re: Yankee Air Museum

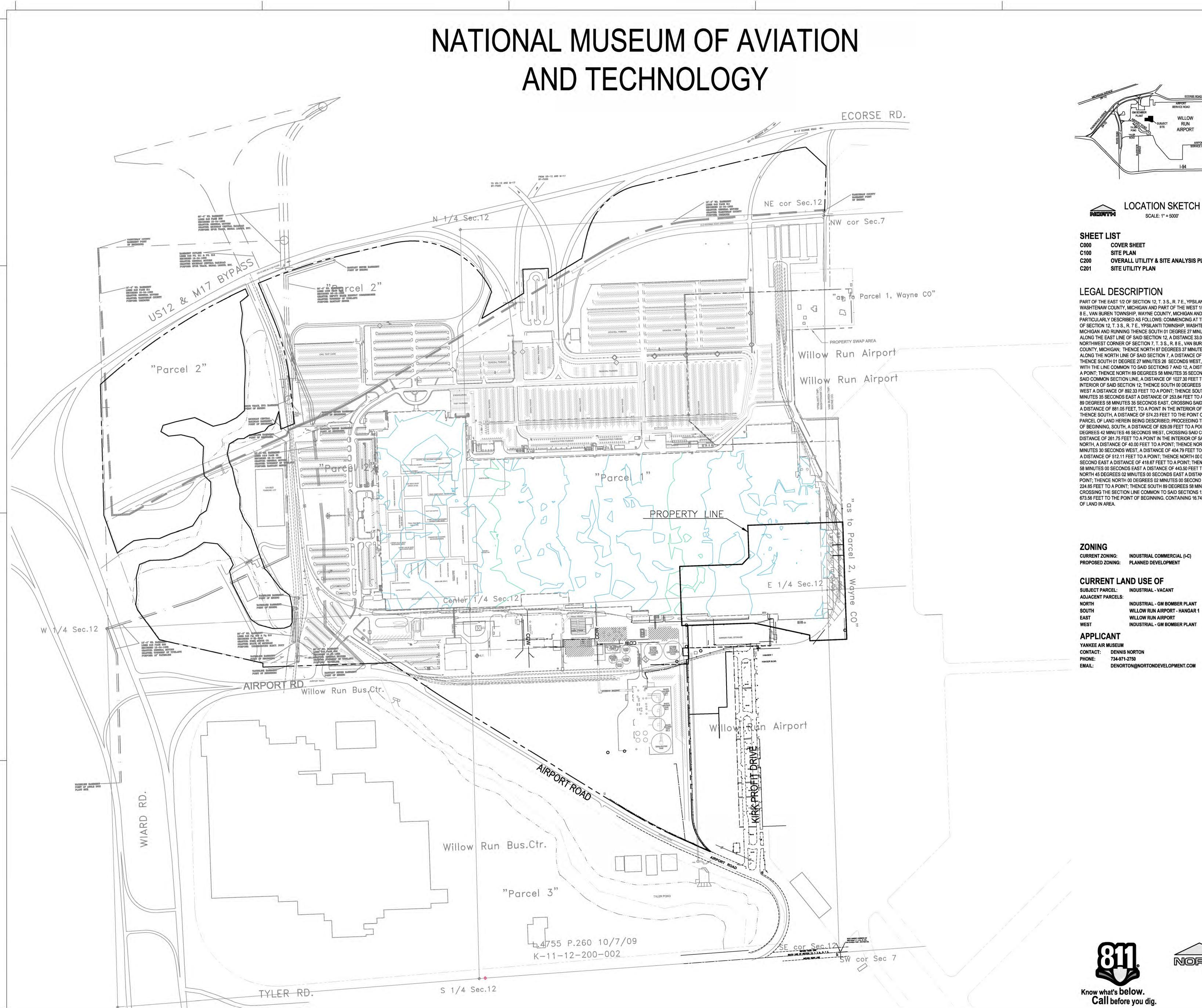
As the Board may be aware, the Township Planning Commission, held a public hearing to consider a recommendation to the Board for the PD Stage I and Rezoning application presented by the Yankee Air Museum. If approved, the Yankee Air Museum would relocate the headquarters from VanBuren Township to a portion of the former Bomber/GM Powertrain facility. The museum would also make a number of site improvements that would benefit the overall site.

Due to the fact that the museum project has been a moving target as such, staff would like the opportunity to present the application to the Board during the April 7, 2015 work session before bringing the application forward for official action.

Please find attached a copy of the PD Stage I preliminary site plan along with updated photos of the site. Yankee Air Museum President Dennis Norton will also be present during the work session to answer any questions that the Board may have in relation to the project.

As mentioned, staff is not requesting that the Board take any official action at this time. Staff only requests the opportunity to introduce the project to the Board in anticipation of an April 21, 2015 first reading of the PD Stage I preliminary site plan and rezoning. A full staff report will be made available prior to the aforementioned meeting date.

Should you have any questions or concerns prior to meeting date, please feel free to contact me at your convenience.





3950 Sparks Drive, SE Grand Rapids, MI 49546 P: 616 574 8500 F: 616 574 8542 http://www.URSCorp.com

27777 Franklin Road, Suite 2000 Southfield, MI 48034 **United States** P: 248 204 5900 F: 248 204 4270 http://www.URSCorp.com

**OVERALL UTILITY & SITE ANALYSIS PLAN** 

# LEGAL DESCRIPTION

OF BEGINNING, SOUTH, A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING. CONTAINING 16.74 ACRES, MORE OR LESS,

**CURRENT LAND USE OF** 

SUBJECT PARCEL: INDUSTRIAL - VACANT

INDUSTRIAL - GM BOMBER PLANT **WILLOW RUN AIRPORT - HANGAR 1** 

WILLOW RUN AIRPORT INDUSTRIAL - GM BOMBER PLANT

SHEET REVISIONS

# **NATIONAL MUSEUM OF AVIATION** AND TECHNOLOGY

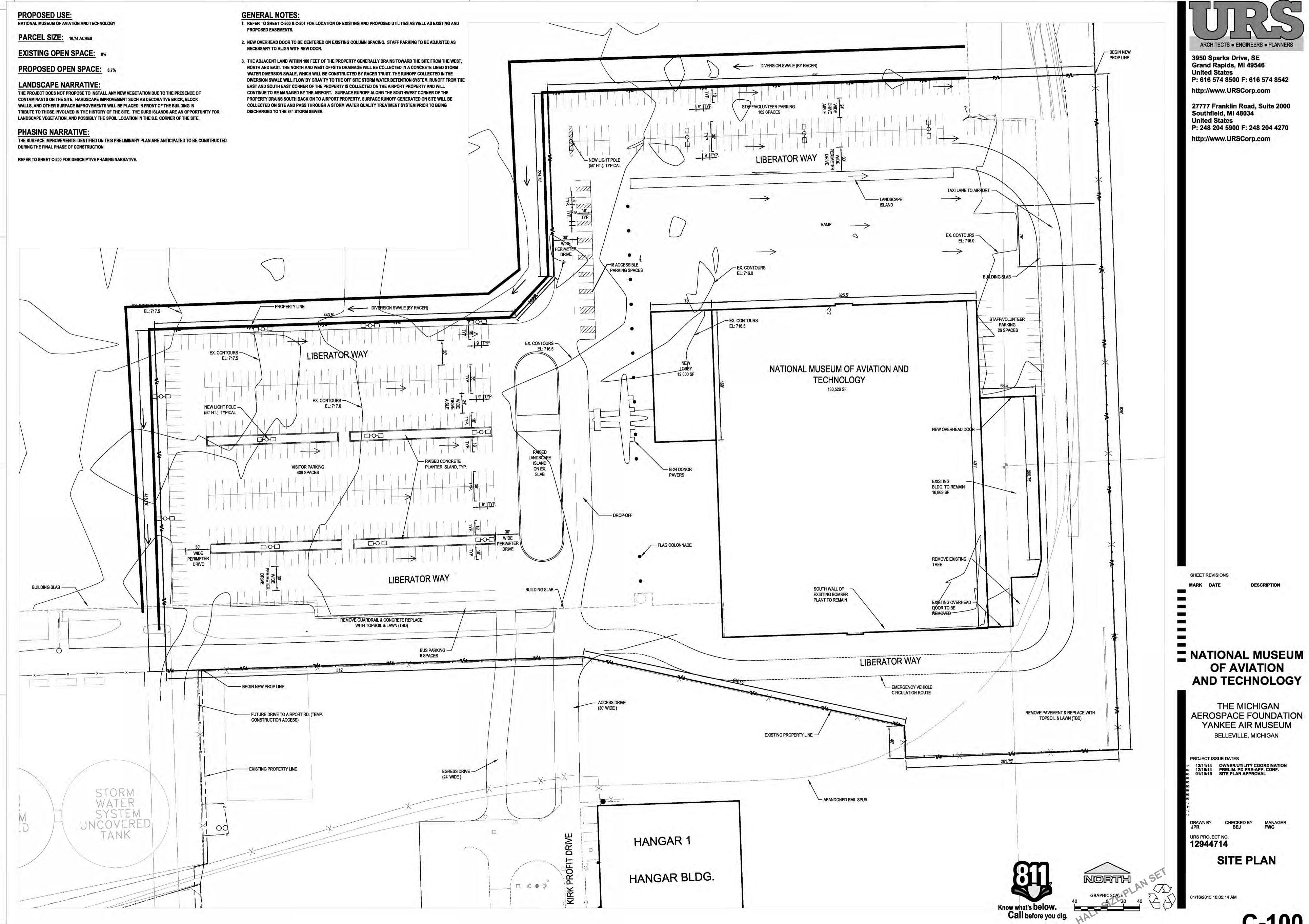
THE MICHIGAN AEROSPACE FOUNDATION YANKEE AIR MUSEUM BELLEVILLE, MICHIGAN

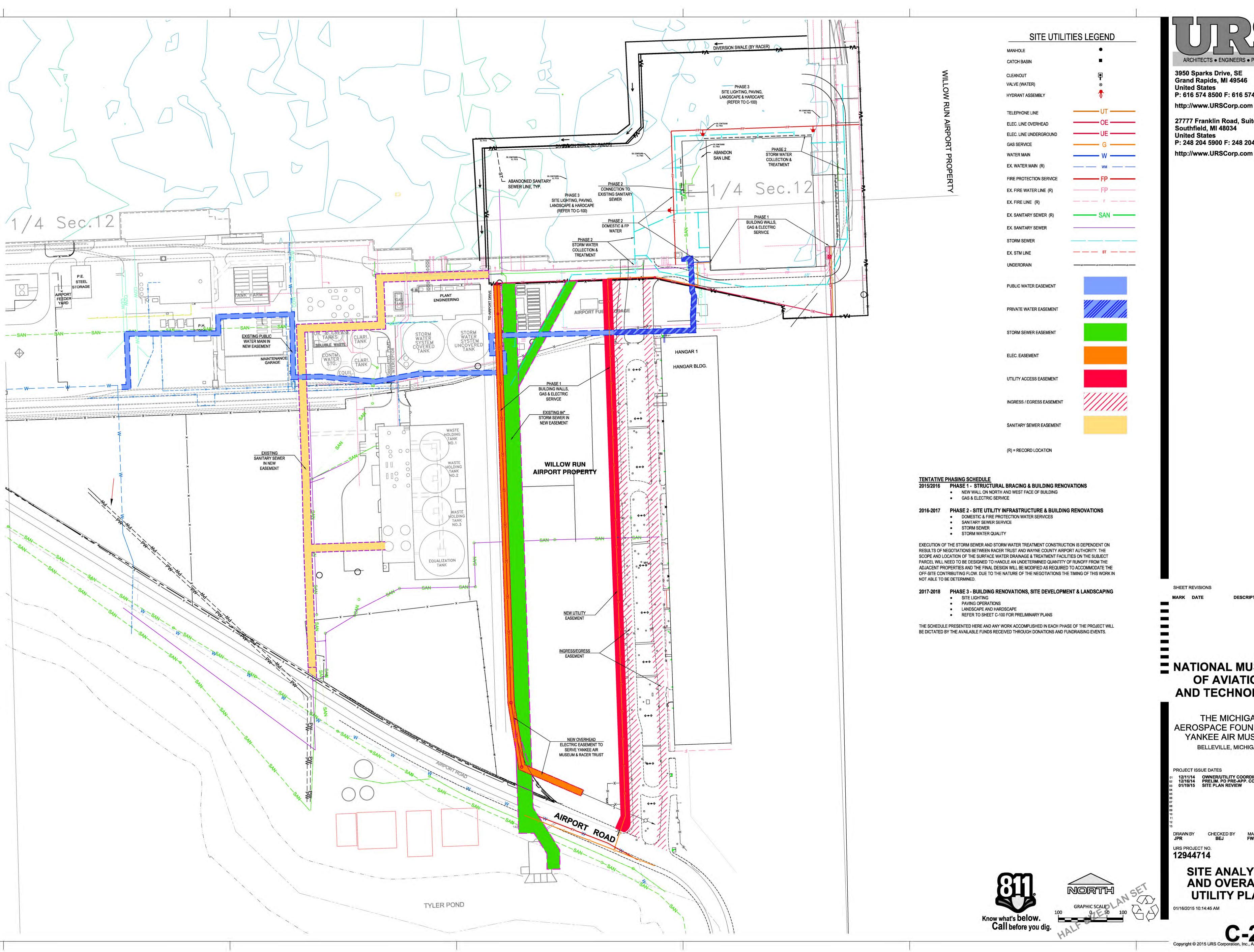
PROJECT ISSUE DATES

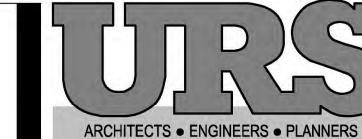
12/11/04 OWNER/UTILITY COORDINATION 12/16/14 PRELIM. PD PRE-APP. CONF. 01/19/15 SITE PLAN APPROVAL

urs project no. 12944714

**COVER SHEET** 







3950 Sparks Drive, SE Grand Rapids, MI 49546 **United States** P: 616 574 8500 F: 616 574 8542 http://www.URSCorp.com

27777 Franklin Road, Suite 2000 Southfield, MI 48034 **United States** P: 248 204 5900 F: 248 204 4270

SHEET REVISIONS

# NATIONAL MUSEUM OF AVIATION **AND TECHNOLOGY**

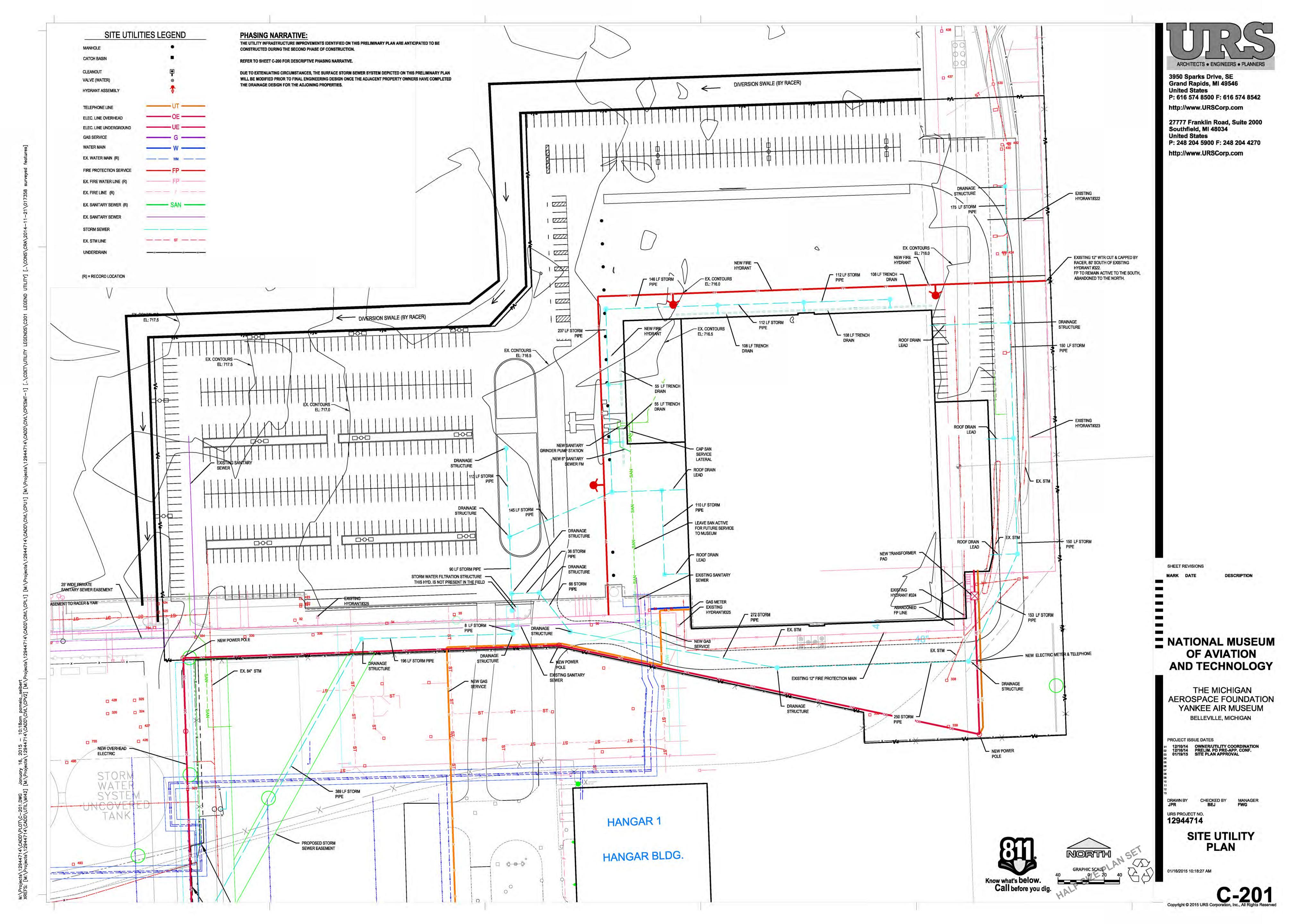
THE MICHIGAN AEROSPACE FOUNDATION YANKEE AIR MUSEUM BELLEVILLE, MICHIGAN

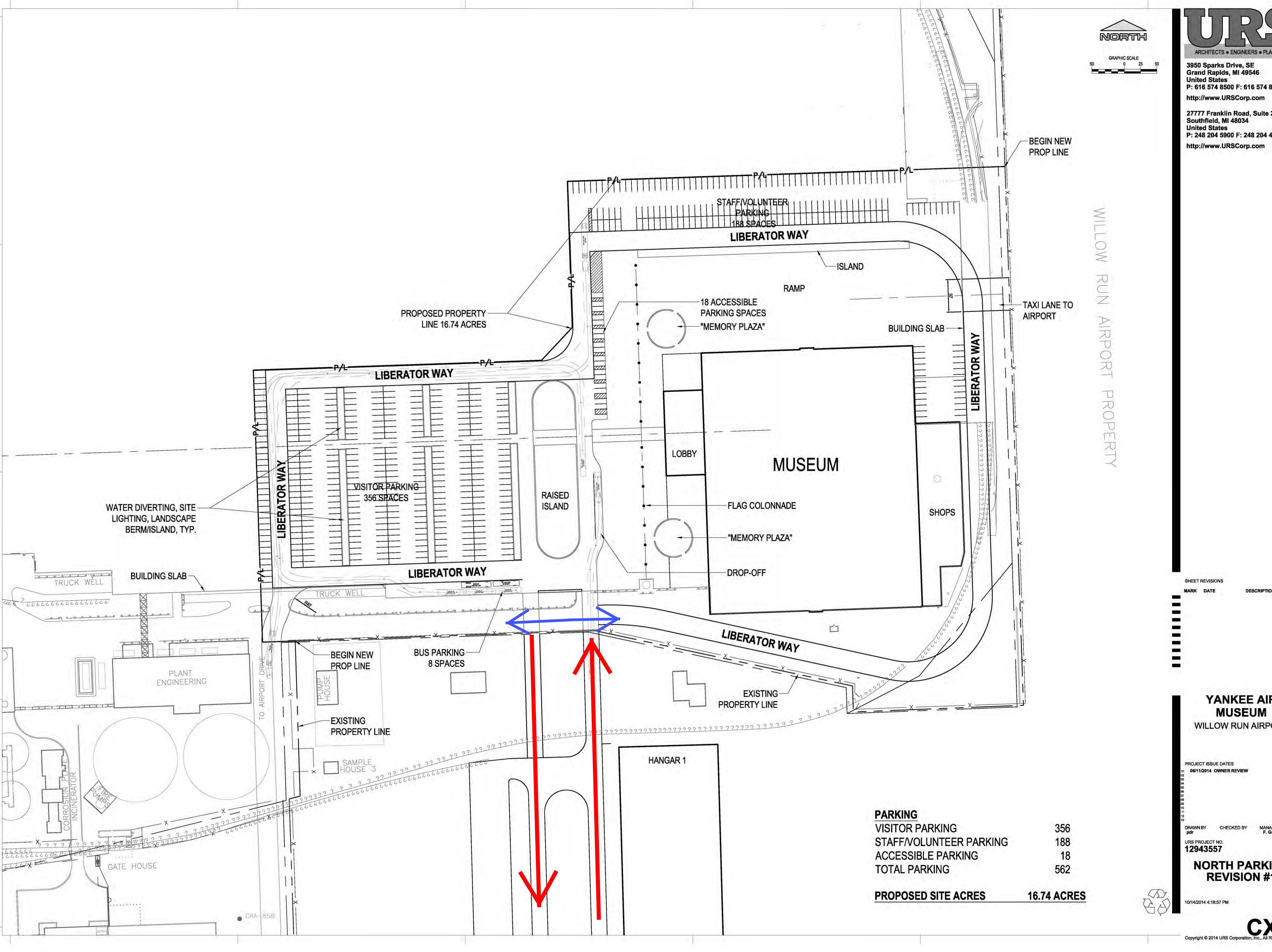
PROJECT ISSUE DATES

12/11/14 OWNER/UTILITY COORDINATION 12/16/14 PRELIM. PD PRE-APP. CONF. 01/19/15 SITE PLAN REVIEW

urs project no. **12944714** 

SITE ANALYSIS AND OVERALL UTILITY PLAN





ARCHITECTS • ENGINEERS • PLANNERS

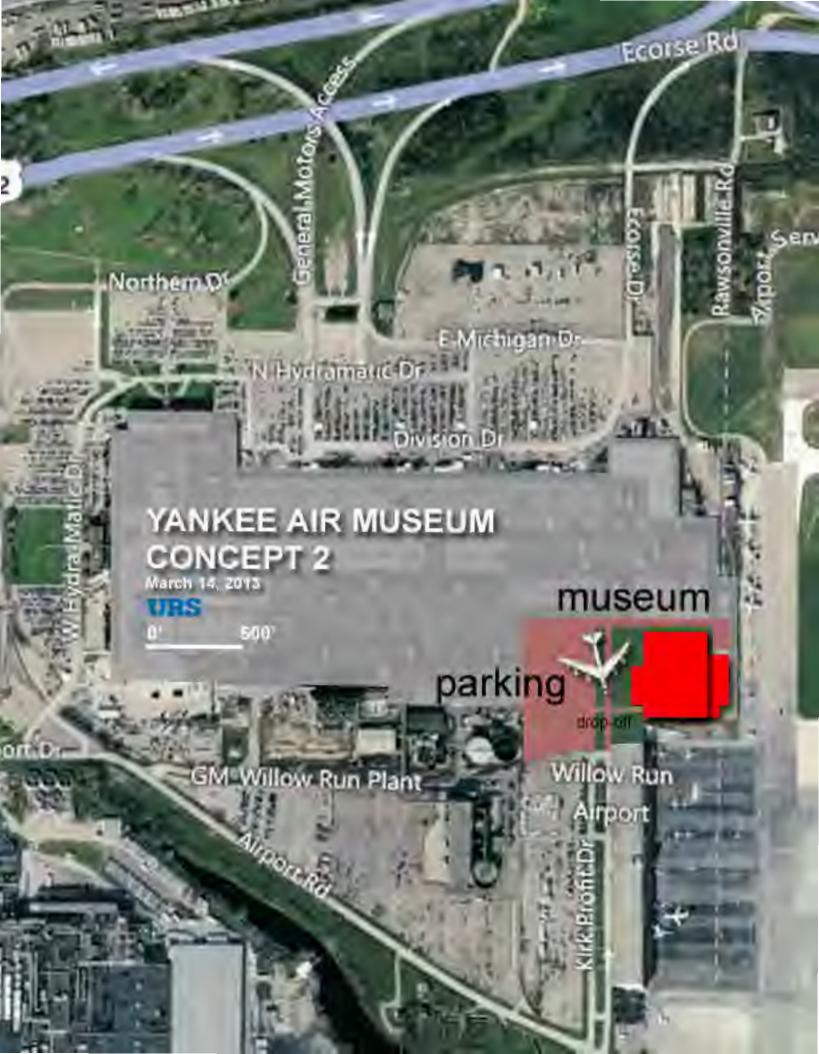
P: 616 574 8500 F: 616 574 8542

27777 Franklin Road, Suite 2000 P: 248 204 5900 F: 248 204 4270

YANKEE AIR

WILLOW RUN AIRPORT

**NORTH PARKING REVISION #1** 



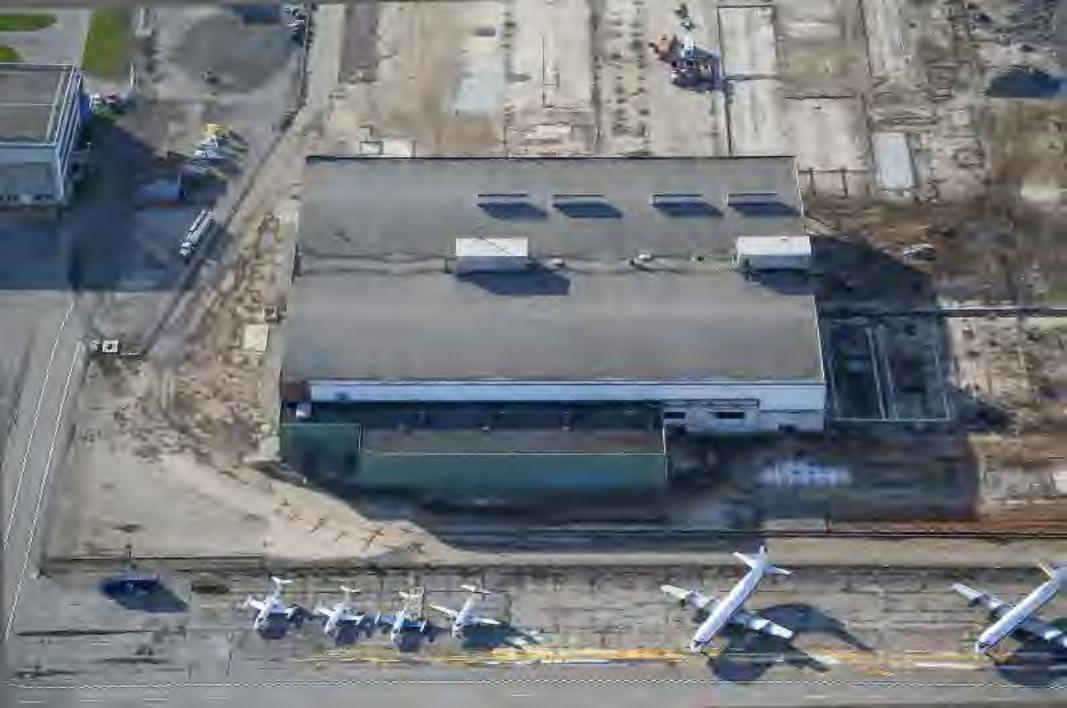


















# How big was the Willow Run Bomber Plant?

At 3.5 million sq. ft., the Willow Run Bomber Plant was the largest 🚗 factory under one roof in the world! (GM Hydramatic/Powertrain later

expanded it to 5 million sq. ft!)

You could fit 60 football fields inside the Willow Run **Bomber Plant.** 

A crow perched on the NW corner of the plant's roof would have to fly 2/3 mile to visit his friend perched on the opposite corner.

That's 86 football fields inside GM Powertrain!

Two

half-mile-long

bomber

assembly lines,

side by side,

inspired Ford's

claim of

"a mile-long

assembly line."

It was over 3/4 of a mile to walk the entire length of the plant.

First triple overpasses in America! Pack a lunch!

Mighty Willow Run measured almost 2/3 of a mile east to west, and over 1/4 mile north to south.

The part we are working to preserve as the future home of the Yankee Air Museum is the size of 2.5 football fields, but less than 5% of the whole plant!

WWW.SAVETHE BOMBER PLANT. ORG



HISTORICWILLOWRUN.ORG



# EXHIBIT AREAS AND ENVISIONED FACILITIES OF THE NEW MUSEUM







# STORYLINES, EXHIBITS AND FACILITIES OF THE NEW MUSEUM

The National Museum of Aviation and Technology will tell the story of American aviation—with special focus on the story of B-24 production in the Willow Run Bomber Plant. The Museum will promote, advance and explain the importance of American aviation and related aerospace technology, its role in our past and in our future, with emphasis on the visionary men and women who have moved technology and industry forward.

#### The purposes of the Museum are to:

- 1. Preserve the American and regional aviation heritage and tell its stories.
- 2. Preserve part of the Willow Run Bomber Plant for future generations; offer a historical interpretation of the structure and site that puts the extraordinary Willow Run story into its larger economic, social and cultural history context.
- 3. Create and present exciting, engaging, family-friendly exhibits and programs.
- 4. Attract, enthrall and educate young Americans; get them to become active learners in the fields of modern aviation, aerospace, math, science, engineering and technology giving them the opportunity to become the next generation of leaders in these fields through the pursuit of education and career opportunities in the STEM (Science, Technology, Engineering and Mathematics) fields.
- 5. Support regional economic development as a destination for travel and tourism and a compelling new venue for community, corporate and family events.

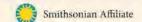


© 2015 YANKEE AIR FORCE, INC.

50' 100' 150' 200'

HISTORICWILLOWRUN.ORG

A Self-funded Affiliate of the Smithsonian Institution



### THEMES, STORYLINES, SELECTED EXHIBITS, AND FACILITIES OF THE NEW MUSEUM







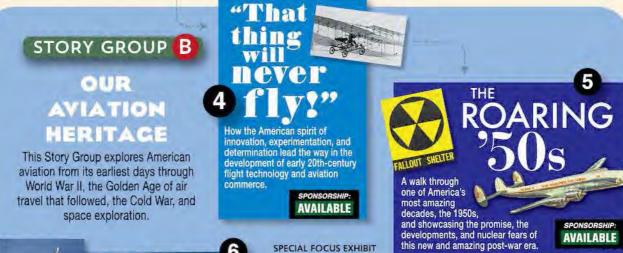






WHEN THE YANKEE AIR MUSEUM MOVES INTO THE HISTORIC WILLOW RUN BOMBER PLANT, IT WILL BECOME THE AVIATION AND TECHNOLOGY







The Boeing B-52 remains a mainstay of America's nuclear deterrent force, and has helped assure the longest period of sustained peace between major powers in recorded history. Restoration and installation sponsorship available





**GATEWAY** 







# THE EXCITEMENT OF SCIENCE

& TECHNOLOGY

This story group uses the excitement of aviation to inspire children and youth to explore education and career opportunities in Science, Technology, Engineering and Mathematics.



Green energy: The what, how, who, and why behind alternate energy technology in the aerospace AVAILABLE



SPECIAL

FOCUS EXHIBIT A restored school

house, one of the original

buildings here at Willow

Museum programming.

Run that is used in

Science, Technology, Engineering and Mathematics subjects. The emphasis here will be on "hands on" learning experiences for visitors of all ages. AVAILABLE

> ROBERTSON **EDUCATION CENTER** 7a Sponsored By
> DAVID & ANDREA ROBERTSON

SPECIAL FOCUS EXHIBIT

Every Day Espionage "Eyes in the sky" have been an important part of military intelligence from the Civil War

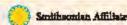
onward and also an increasingly important part of the civilian economy in recent years. This exhibit traces the evolution of manned and unmanned aircraft engaged in observation and through the present day. 8

9

AVAILABLE

te a barn door fly. But, with AVAILABLE HISTORICWILLOWRUN.ORG

A Self-funded Affiliate of the Smithsonian Institution



### THEMES, STORYLINES, SELECTED EXHIBITS, AND FACILITIES OF THE NEW MUSEUM





As attractive and inviting bookshop for visitors, located were museum

ANNA ABIL

#### AUDITORIUM

A mejor dedicated space with 200 seeds — for the measure's educational and other programming, with full gudo viensi capabilities na well on the capacity to support science

SHAPE AND F

#### CLASSROOMS

Three attractive deservorss with a capacity of 40 persons each to support messure also make it possible to use those areas as a single 120-репол гоот.

AWAILABLE

#### STAFF AND VOLUNTEER **FACILITIES**

Offices and a areal conference room to commodate the work of numbers staff and volunteers.

AHARABIE



WHEN THE YANKEE AN INVISEUM MOVES BYTO THE HISTORIC WILLOW BUN POWERS PLANT, IT WILL ENCOME THE HATIONAL MUSEUM OF





### OUR AVIATION MERITACE

This Story Group explores American aviation from its earliest days through World War II, the Golden Age of air trevel that followed, the Cold War, and space exploration.

low the American spirit of necessition, experimentalion determination lead the way in the development of early 20th-century flight technology and aviation

"That

thing

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AVAILABLE

SPECIAL POCUS EXHIBIT The Boeing 8-52 remains a maintage of America's nuclear determit force, and his helped samure the longest period of easistical passes between resign powers in recorded history. teration and installation



ARING

Workhorse



ANTALI BALLE

## EXCITEMENT OF SCIENCE & TECHNOLOGY

This story group uses the excitement of aviation to inspire children and youth to explore education and career opportunities in Science, Technology, Engineering and Mathematics.



on energy: The what, how, who, and why behind attentials energy technology in the sercepace industry and elemeters in American industry.

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buildings here at Willow

Museum programming.

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# Exploration Station!

An aver-changing area of arhibits on Science, Technology, Engineering and Mathematics subjects. The emphasis here learning experiences for violens of all again. AVAILABLE

RUBERTSON SPECIAL **EDUCATION CENTER** FOCUS EXHIBIT A restored cohool house, one of the original

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### HIGH SPY: Every Day Esplonage

Eyes in the sky" have been on important part of military intelligence from the Grill War convert and also an increasingly important part of the ordina economy in recent years. This exhibit traces the evolution of manned and unmanned eigenfit angoed in observation and rerects emaing from the 1950s through the present day. 8

MARABLE

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a been door by. But, with

#### TO THE **FLYABLE** HISTORIC AIRCRAFT **EXPERIENCE** This area will contain

GATEWAY

codabits on the Museum's flyshie Helpito element and a World War II-style pilot "ready room" providing a gateway to the flyshie Natorio altoraft experience.



### PRESERVATION VAULTS

Two secure storage areas with independent olineate control for the storage and preservation of artifacts that are not currently on exhibit.

SHARABLE

#### PRESERVATION STUDIO

A well-equipped work room for the preservation of eritacts and the preparation

AVABABLE



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MIKE MARTIN
SCOTT MARTIN



# Office of Community Standards

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

#### **Memorandum**

To: Township Board of Trustees

Cc: Lisa Garrett, Deputy Clerk

From: Joe Lawson, Planning Director

**Date:** March 31, 2015

**Re:** Proposed Sign Ordinance Amendment

As the Board may be aware, the Township Planning Commission, Attorney's Office and staff have been working on revisions to the Township Sign Ordinance in order to update said ordinance in relation to Political Signs, Billboards and electronic messaging signs.

On July 22, 2014, the Township Planning Commission held a public hearing to consider the proposed amendments and to take comments from the general public in relation to the proposed changes. During the public hearing, the Commission provided staff with beneficial input and requested minor changes to the ordinance. After the public hearing and further discussion, the Commission tabled the request in order to permit staff to perform additional research and to make the requested changes.

The second draft of the proposed amendment was then presented to the Commission on December 9, 2014. During this meeting, representatives of Adams Outdoor Advertising attended the meeting in order to provide additional input as it related to off-premise signs (billboards). After the public input session, the Commission requested additional changes to the draft ordinance based on the public input and additional discussions. The Commission again tabled the agenda item to the January meeting date to allow staff to make the requested revisions to the draft ordinance.

On January 27, 2015, the Commission removed the item from the table in order to consider the third draft of the proposed ordinance amendment. As with the December 9<sup>th</sup> meeting, representatives from Adams Outdoor Advertising were also present to provide comments in relation to the draft ordinance. After much discussion, the following recommendation was filed by the Commission recommending approval of the changes to the Board of Trustees:

**Motion:** by Krieg to recommend to the full Board that the Township amend Section 2109 of its ordinance regarding signs as presented and discussed tonight, with the exception that under 3A the table for maximum face area for a temporary political sign

Proposed Sign Ordinance Amendment March 31, 2015

be 16 feet and that the number of sides per sign be 2; and that under 6A the sign shall not have 'varying' light intensity rather than 'carrying' light intensity; and that the dwell time be a minimum of ten seconds.

#### Support: Eldridge Motion Carries – All

As this amendment process has been going on for many months now and staff feels that presenting the proposed amendments for discussion during a work session would a more efficient and beneficial process. After the work session presentation, staff would then request the amendment as recommended by the Planning Commission be placed upon the April 21, 2015 Board Agenda for a first reading with an anticipated second reading to be considered on May 19, 2015.

At this time, staff is not requesting the Board take any action but to only allow for the presentation of the proposed amendment and answer any questions of the Board before bringing the amendment forward for official action.

With that said, please find attached a copy of the recommended sign ordinance amendments as reviewed and recommended by the Planning Commission.

If after the review of the attached documentation, should any Board member have questions prior to the upcoming work session or the April 21st first reading, please feel free to contact me and will be happy to answer your questions.

### Sec. 2109. Signs:

- 1. Sign definitions: The following definitions are related to signs:
  - a. Sign: Any announcement, declaration, display, billboard, illustration and insignia when designed and placed so as to attract general public attention. Such shall be a single sign whenever the proximity, design, content or continuity reasonably suggest a single unit, regardless of any physical separation between parts. Signs shall include banners, bulbs, other lighting devices, streamers, pennants, balloons, propellers, flags or similar devices.
  - (1) Abandoned sign: A sign that is accessory to or associated with a legal use that has been discontinued or terminated.
  - (2) Billboard: A nonaccessory sign, other than an off-premises directional sign, which does not pertain to the principal use of the premises on which it is located.
  - (3) Building-mounted sign: A display sign which is painted on, adjacent to or attached to a building wall, door, window or related architectural feature. Such signs would include, but are not limited to canopy, marquee, wall, window or temporary signs.
  - (4) Canopy sign: A sign which is painted on or attached to an awning or canopy.
  - (5) Damaged sign: A sign or supporting structure which is torn, damaged, defaced, destroyed or has otherwise been found to be in a damaged condition by the building official.
  - (6) Decorative display: A decorative, temporary display designed for the entertainment or cultural enrichment of the public and having no direct or indirect sales or advertising content.
  - (7) Entrance sign: Multiple-family residential, condominium, mobile home park and single family residential subdivisions with more than 20 dwelling units or lots may erect signs bearing the name of the development. Such signs shall contain no advertising or information other than the name of the development, status of occupancy, management organization and contact information.
  - (8) Ground sign: A display sign supported by one or more columns, uprights or braces in or on the ground surface. Such signs shall have a maximum of seven feet and minimum of three feet clearance above ground level.
  - (9) Illegal sign: A sign for which no valid permit was issued by the township at the time such sign was erected, or a sign which is not in compliance with the current zoning ordinance and does not meet the definition of a legal nonconforming sign.
  - (10) Legal nonconforming sign: A sign for which the township issued a permit at the time such sign was erected, but which is not in compliance with the current zoning

ordinance. Such signs must be located outside of any existing right-of-way, away from any public or private easement and wholly upon the parcel to which it is associated. Such signs must have all necessary structural and decorative parts, including, but not limited to supports, sign box or enclosure and electrical equipment. The sign face or sign copy area must be intact and illuminated signs must be capable of immediate illumination.

- (11) Marquee sign: A display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line. Every marquee sign shall be thoroughly secured to the building by iron or metal anchors, bolts, supports, rods or braces.
- (12) Nameplate: A wall sign denoting the name of the occupant in a residential dwelling unit or denoting only the name and profession of the occupants in a commercial, public or other institutional building.
- (13) Off-premises directional sign: A sign which provides direction to a location within the township.
- (14) Portable sign: A sign and sign structure which is not attached to a building and is capable of being moved within the zoning lot on which it is located or from one zoning lot to another.
- (15) Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building.
- (16) Sign copy: Portion of a sign which describes the business or service establishment, including, but not limited to, the name, type of, and nature of said establishment.
- (17) Temporary sign: A display sign, banner, or other advertising device constructed of cloth, canvas, fabric, plastic or other light temporary material, with or without a structural frame, or any other sign intended for a limited period of display, but not including decorative displays for holidays or public demonstration. Temporary signs, other than construction signs, must display the date by which the sign shall be removed in a manner that is legible from the property line or public right of way.-
  - (a) Construction: Signs advertising the lots and/or buildings erected in any subdivision or multiple-family development. Display signs for the construction or remodeling of nonresidential buildings, such as, but not limited to, churches and schools. Such signs shall be removed upon completion of construction or upon cessation of work for a period of six months.
  - (b) Garage sale: Garage sale signs may be used to advertise a garage sale and shall be promptly removed upon completion of the garage sale.

- (c) Real estate: Signs advertising the rental, sale or lease of the property upon which they are located.
- (d) Sale of produce: Such signs may be erected for the period of the local harvest season for the produce being sold. Written permission of the property owner on whose property such sign is located shall be submitted to the office of community standards.
- (e) Special events: Banners and pennants may be erected for special events, including but not limited to "open houses" for new homes or businesses. No banner shall be strung across any public right-of-way except as authorized by the township board and county road commission for special community events only. Banners found to be in a torn, damaged or unsafe condition shall be removed by the owner immediately.
- (f) Political campaign signs: Signs announcing the candidacy of persons running for public office or issues to be voted upon at an election and other information pertinent to elections are permitted provided permission to locate such signs on private property has been obtained from the owner or occupant of the property on which such signs are located.
- (18) Unsafe sign: A sign that is not properly secured, is in danger of falling or has otherwise been found to be unsafe by the building official.
- (19) Wall sign: A display sign which is painted on, adjacent to or attached to a building wall, door, window or related architectural feature and projecting not more than 18 inches from the wall.
- (20) Window sign: A sign affixed to a window or so as to be observable from the opposite side of the window to which such sign is located or affixed.
  - a. Erect: To build, construct, attach, hang, place, suspend, affix or paint.
  - b. Front face area: The area of the front wall, including doors and windows, of the principal building facing a public street and where the address or primary public entrance is located. Buildings on corner lots may have up to two front faces if each face satisfies the above criteria. If the building is devoted to two or more uses or businesses, the front face area for each use or business shall be determined by the building official based upon the proportionate share of the building occupied by each use or business.
  - c. Noncombustible material: Any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

- d. Sign area: The gross surface area within a single continuous perimeter enclosing the extreme limits of a sign, and in no case passing through or between any adjacent elements of same. Such perimeter shall not include any structural or framing elements, lying outside the limits of such sign, and not forming an integral part of the display. For computing the area of any sign, the area shall be deemed to be the total of the combined area of the smallest rectangular figure which can encompass all letters and descriptive matter on the sign.
  - e. Sign, accessory: A sign which pertains to the principal use of the premises.
  - f. Sign, nonaccessory: A sign which does not pertain to the principal use of the premises.

# 2. General requirements for all signs:

- a. Construction: All signs shall be securely constructed and in conformance with applicable building and electrical codes and standards. Wood products shall be of Womanized or equal treatment. A lightning grounding device shall be provided where required. All letters, figures, characters or representation in cutout or irregular form, shall be safely and securely built or attached to the sign structure. All signs of a greater area than 24 square feet shall have a surface or facing of noncombustible material. All signs shall be attached by means of metal anchors, bolts or expansion screws. In no case shall any sign be secured with wire, strips of wood or nails.
- b. Accessory to principal use: All signs which direct attention to a business, entertainment, service or commodity must be accessory to the business, entertainment, service or commodity offered, conducted or sold on the premises on which the sign is located, except real estate signs, off-premises directional signs and nonaccessory signs specifically allowed in specified districts.
- c. Wind pressure and dead load requirements: Ground, projecting, wall and marquee signs shall be designed and constructed to withstand wind pressure and shall be constructed to receive dead loads as required in the township building code or other ordinances of the township.
- d. Illumination: Internally and externally lighted, reflectorized, glowing and other forms of illumination shall be permitted on all signs. All illumination shall be concentrated on the area of the sign to prevent glare upon the street or adjacent property. No sign shall be illuminated by other than electrical means or devices. All illuminated signs must be in compliance with section 2110 and shall not be of a flashing or intermittent flashing type.
- e. Signs not to constitute a traffic hazard: No sign shall be erected in such a manner as to obstruct free and clear vision or constitute a traffic hazard. No sign shall interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. No sign shall make use of the words "stop," "look," "danger" or other word, phrase or symbol in a manner that is confusing or misleading. At street intersections, no signs other than municipal traffic control signs shall be located within eight feet of the ground surface in the triangle formed by the property lines paralleling the streets and extending

for a distance of 25 feet each way from the intersection of the right-of-way lines at the corner lot.

- f. Face of sign shall be smooth: No nails, tacks or wires shall be permitted to protrude from the front of any sign. This shall not exclude, however, the use of block letters, electrical reflectors, or other devices which may extend over the top and in front of the advertising structure.
- g. Obscene matter prohibited: It shall be unlawful for any person to display upon any sign or other advertising structure any obscene matter.
- h. Public right-of-way: No sign shall be erected or placed within the public right-of-way. The owner of any sign which has been removed by the township from the right-of-way due it is in violation of this provision, shall pay to the township the sum of \$25.00 before recovering the sign. If any sign is not claimed within 30 days, said sign shall be destroyed and disposed of.
- Sign setbacks: All <u>permitted</u> ground<del>, portable and</del> temporary signs shall be set back not less than 15 feet from all property lines and existing street right-of-way lines unless otherwise specified herein.
- j. Glass in signs: Glass sheets used in any sign for which a permit is required, and in which wire mesh is not imbedded, shall not be less than 3/16 inch thick and shall not exceed 100 square inches in area for any one piece. Provided, however, that pieces of glass not less than one-eighth inch thick, covered with metal except for area cut in form letter, numerals, or figures may be used, but the area of such piece of glass shall not exceed 340 square inches. Glass in sheets shall not exceed 720 square inches in area.
- 3. Permitted accessory signs by use or type of sign:

#### a. Residential uses:

#### TABLE INSET:

| Sign  | Ground     | Wall          | Temporary    | Temporary   | Temporary        | Temporary      | Temporary          | Temporary              | Temporary |
|---|------------|---------------|--------------|-------------|------------------|----------------|--------------------|------------------------|-----------|
| ype/Purpose   | Entrance   | Name<br>Plate | Construction | Garage Sale | Special<br>Event | Real<br>Estate | Sale of<br>Produce | Builder<br>Directional | Political |
| Sign Permit<br>Required                                 | Yes        | No            | Yes          | No          | No               | No             | No                 | No                     | No        |
| Maximum<br>number of<br>signs                           | Footnote 1 | 1             | Footnote 1   | Footnote 2  | Footnote 2       | 1              | 1                  | Footnote 5             |           |
| Maximum sign face area (sqft)                           | 24         | 2             | 24           | Footnote 4  | Footnote 4       | 4              | 16                 | 3                      | 16        |
| Maximum<br>number of sign<br>faces per sign             | 1          | 1             | 2            | 2           | 2                | 2              | 2                  | 2                      | 2         |
| Maximum sign<br>height                                  | 6          |               | 6            |             |                  | 6              | 6                  | 3                      |           |
| Setback from<br>property<br>line/right of<br>way (feet) | 10         |               | 10           | 5           | 5                | 5              | 5                  | 5                      |           |

| Setback from<br>structures<br>(feet)               | 50 | 1  | 50         |                            |                            | -          |                                | 25         |    |
|--|----|----|------------|----------------------------|----------------------------|------------|--------------------------------|------------|----|
| May be illuminated? (sec 2110)                     | No | No | No         | No                         | No                         | No         | No                             | No         | No |
| Maximum<br>length of time<br>for display<br>(days) |    | 1  | Footnote 3 | 14 days/year<br>Footnote 3 | 30 days/year<br>Footnote 3 | Footnote 3 | 120<br>days/year<br>Footnote 3 | Footnote 6 |    |

### Footnotes:

- (1) One sign per entrance from a collector road or thoroughfare.
- One ground-mounted sign per side of lot with frontage on a public street and one building-mounted sign per side of building with a public entrance.
- (3) A removal agreement or security bond to guarantee removal of the sign may be required. The sign must be removed within three days after completion of the activity for which it was erected.
- (4) Up to ten percent of the area of the front face of the building space occupied by the use associated with the sign.
- (5) The maximum number of signs to be placed or displayed by a developer or per builder for any one subdivision shall not exceed four in number through the township.
- (6) Such temporary signs may be permitted during weekends between the hours of 6:00 p.m. on Friday, and 8:00 p.m. on the following Sunday, which is 50 consecutive hours.

# b. Non-residential building-mounted signs:

# TABLE INSET:

| Sign Type                             | Wall               | Canopy     | Marquee    | Window     |
|---------------------------------------|--------------------|------------|------------|------------|
| Sign Permit Required                  | Yes                | Yes        | Yes        | No         |
| Maximum sign face area (sqft)         | Footnote(s)<br>1,5 | Footnote 1 | Footnote 1 | Footnote 4 |
| Maximum number of sign faces per sign | 1                  |            | 3          | 2          |
| Maximum sign height                   | Footnote 2         | Footnote 2 | Footnote 3 |            |

| Minimum height above ground (feet)             |     | 7   | 9   |    |
|--|-----|-----|-----|----|
| Setback from property line/right-of-way (feet) |     | 5   | 5   |    |
| May be illuminated? (sec 2110)                 | Yes | Yes | Yes | No |

#### Footnotes:

- (1) The sign face area of all building-mounted signs shall not exceed ten percent of the area of the front face of the building space occupied by the use associated with the sign, up to a maximum of 240 square feet. For multiple-tenant non-residential buildings, written permission from the building owner to install a sign shall be supplied to the office of community standards, and a minimum of four square feet of available sign face area shall be reserved for each tenant or use, up to the maximum permitted by section 2109.3b.
- (2) Wall and canopy signs shall not extend higher than the height of the face of the building upon which they are located.
- (3) Marquee signs may extend up to 15 percent above the height of the face of the building upon which they are located.
- (4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way, provided that such signs are in compliance with section 2110 and do not obstruct vision by more than 20 percent.
- One illuminated time and temperature sign, not exceeding 24 square feet in area, may be included as part of a sign, subject to the requirements of section 2110.

# c. Non-residential ground signs:

#### TABLE INSET:

| Maximum height (feet) | Minimum setback required (feet) | Maximum sign face area (sqft) footnote (2)(3) | Maximum number of signs |
|-----------------------|---------------------------------|---|-------------------------|
| 6.0                   | 6.0                             | 24.0  | Footnote 1              |
| 6.5                   | 6.5                             | 25.5  |                         |
| 7.0                   | 7.0                             | 27.0  |                         |
| 7.5                   | 7.5                             | 28.5  |                         |
| 8.0                   | 8.0                             | 30.0  |                         |
| 8.5                   | 8.5                             | 31.5  |                         |
| 9.0                   | 9.0                             | 33.0  |                         |
| 9.5                   | 9.5                             | 34.5  |                         |
| 10.0                  | 10.0                            | 36.0  |                         |

### Footnotes:

- (1) Not more than one ground sign may be erected accessory to any development parcel or zoning lot, except where otherwise provided for herein. A maximum of two ground signs may be permitted if the development parcel or zoning lot has a minimum of 500 feet of frontage on a collector road or thoroughfare, or a minimum of 700 feet of total frontage on two collector roads or thoroughfares, provided that all ground signs related to the use or uses of the development parcel or zoning lot are in compliance with this ordinance.
- (2) The sign face area of one ground sign associated with a non-residential use may be increased to 150 percent of the maximum permitted by section 2109.3c if the sign abuts a collector road or thoroughfare with a road right-of-way width of 100 feet or more (or one-half right-of-way width of 50 feet or more).
- (3) The sign face area of one ground sign associated with a development parcel or zoning lot that has been improved with a multiple-tenant non-residential building containing five or more separate tenants or uses may be increased to 150 percent of the maximum permitted by section 2109.3c, provided that written permission from the property owner shall be supplied to the office of community standards for each tenant or use to install sign copy on this sign, and provided that all ground signs related to the use or uses of the development parcel or zoning lot are in compliance with this ordinance.

# d. Non-residential temporary signs:

#### TABLE INSET:

| Sign Type/Purpose                              | Construction | Special Events             | Real Estate | Sale of Produce             |
|--|--------------|----------------------------|-------------|-----------------------------|
| Sign Permit Required                           | Yes          | Yes                        | No          | Yes                         |
| Maximum number of signs                        | Footnote 1   | Footnote 2                 | Footnote 2  | Footnote 2                  |
| Maximum sign face area (sqft)                  | 24           | Footnote 4                 | 16          | 16                          |
| Maximum number of sign faces per sign          | 2            | 2                          | 2           | 2                           |
| Maximum sign height                            | 6            | Footnote 5                 | Footnote 5  | Footnote 5                  |
| Setback from property line/right-of-way (feet) | 10           | 10<br>Footnote 6           | 5           | 10                          |
| May be illuminated? (sec 2110)                 | No           | No                         | No          | No                          |
| Maximum length of time for display (days)      | Footnote 3   | 45 days/year<br>Footnote 3 | Footnote 3  | 120 days/year<br>Footnote 3 |

#### Footnotes:

- (1) One sign per entrance from a collector road or thoroughfare.
- (2) One sign per side of lot with frontage on a public street and one sign per side of building with a public entrance.
- (3) A removal agreement or security bond to guarantee removal of the sign may be required. The sign must be removed within three days after completion of the activity for which it was erected.
- (4) Up to ten percent of the area of the front face of the building space occupied by the use associated with the sign.
- (5) Temporary signs shall not extend higher than the height of the front face of the building.
- (6) Temporary special event signs shall be located so as to provide adequate traffic circulation and emergency vehicle access, and shall not reduce the number of off-street parking spaces by more than ten percent.

### 4. Nonaccessory signs:

### a. Not Adjacent to Interstate 94 (I-94)

- (1) Area and height limitations: No billboard may be erected or maintained of a greater surface area than 300 square feet per sign face or of a greater overall height above ground than 35 feet or the bottom surface of which extends to within less than three feet above the ground surface.
- (2) Location: Billboards may be erected only in I-2, I-3, I-C districts. No billboard may be erected within 500 feet of any residential use or district, hospital, public park, recreation ground, public reservation, bridge, school, library or church, nor within 50 feet of street right-of-way lines at any street intersection and shall have a minimum setback of 25 feet from all property lines or shall meet the setback requirements of the district, whichever is greater. Billboards shall be located no closer to one another than 1,000 feet.
- (3) Tobacco and alcohol: The advertising of tobacco and alcohol products on billboards is prohibited.
- (4) Material required: All billboards shall have a surface or facing of noncombustible material. No wood products or other combustible materials shall be permitted to support such signs.
- (5) Limitations: Any new billboard structure may be granted approval only in exchange for the removal of one or more nonconforming billboard structures.

No billboard shall be erected at any time when there are  $\frac{28}{2}$  or more billboard sign faces in the township.

# b. Adjacent to Interstate 94 (I-94)

- (1) Area and height limitations: No billboard may be erected or maintained of a greater surface area than 672 square-feet per sign face or of greater overall height above ground than 50 feet or the bottom surface of which extends to within less than three feet above the ground surface.
- (2) Location: Billboards may be erected only in I-1, I-2, I-3 or I-C zoning districts. No billboard may be erected within 500 feet of any residential use or district, hospital, public park, recreation ground, public reservation, bridge, school, library or church and shall have a minimum setback of 25-feet from all property lines or shall meet the setback requirements of the district for which it is located, whichever is greater. Billboards shall be located no closer to one another than 1,000-feet on the same side of the given thoroughfare.
- (3) Material Required: All billboards shall have a surface of facing of noncombustible material. No wood products or other combustible materials shall be permitted to support such signs.
- 5. Political campaign signs: Signs announcing the candidacy of persons running for public office or issues to be voted upon at an election and other information pertinent thereto may be erected or placed only upon private property outside of the public right-of-way. not more than 30 days prior to an election and shall be removed within ten days after the election to which they pertain. Such signs shall not exceed 16 square feet in area.
- 6. Electronic Changeable Message Signs and Billboards:
  - a. Such signs shall contain static messages only and shall not have movement or flashing on any part of the sign structure, design or pictorial segments of the sign, nor shall such sign have varying light intensity during display of any single message.
  - b. Each display on an electronic changeable sign shall remain fixed for a minimum of <u>10</u>-seconds.
  - c. When a message on an electronic changeable sign is changed, said change shall be accomplished immediately. No fading of the copy shall be permitted.
  - d. No auditory message or mechanical sounds may be emitted from the sign.
  - e. Electronic changeable message signs may not operate at brightness levels of more than 0.30 foot candles above ambient light level as measured at the following distances:

| Sign Square-feet | Distance (feet) |
|------------------|-----------------|
| <300             | 150             |

| 301-378 | 200 |
|---------|-----|
| 379-672 | 250 |
| >672    | 350 |

- f. The owner of said electronic changeable message sign shall arrange for an annual certification of the foot candles showing compliance by a certified independent contractor and supply said certification to the Ypsilanti Township Office of Community Standards.
- g. Each sign shall have a light sensing device that will adjust to the brightness of the display as the natural ambient light conditions change.
- h. All electronic changeable message signs shall conform to all Michigan Department of Transportation rules and regulations.
- 7. Prohibited signs: The following signs are prohibited within the township:
  - a. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene material.
  - b. Portable signs, swinging signs or any signs which incorporate flashing or moving lights or animation.
  - c. String lights used in connection with business premises for commercial purposes other than holiday decorations.
  - d. Any sign unlawfully installed, erected or maintained.
  - e. Signs on trees, utility poles or park-type benches, whether public or private.
  - f. Signs mounted on the roof of a building or extending above the height of the front face of the building upon which it is mounted, except where otherwise permitted herein.
  - g. Posting prohibited: No person shall post any placard, poster or other advertising matter on any post, tree or other object within any street area or upon any public property, except legal notices which shall be posted on boards established at three places designated by the township. No person, except an officer of the township, shall post any notice on such boards or remove or mutilate any notice posted thereon.
- 8. Permits and fees: It shall be unlawful for any person to erect, repair, alter or relocate a sign, change the advertising copy or message thereon or repair a nonconforming sign damaged by winds, vandalism, fire or an act of God unless the appropriate permits have first been obtained from the building official and the required permit fees have been paid to the township according to the schedule established by resolution of the township board. Permits for change of copy on billboards may be issued on an annual basis for each billboard face by the building official.

- a. Signs for which a permit is not required:
  - (1) Repairs to an existing sign: Repair of a sign damaged by winds, vandalism, fire or an act of God provided that the sign is in conformance with the current zoning ordinance standards, that the sign is restored to its original design and that all work is in compliance with necessary structural and electrical codes.
  - (2) Service on an existing sign: Painting, servicing or cleaning of existing signs shall not require a sign permit unless a structural change or any change to the sign box or enclosure is made.
  - (3) Nameplates, not exceeding two square feet in area.
  - (4) Memorial signs or tablets, building names and dates of construction when cut into any masonry surface or when constructed of bronze or aluminum.
  - (5) Traffic or other municipal signs, legal notices, danger and such temporary emergency or non-advertising signs as may be approved by the township.
  - (6) Gasoline price signs not exceeding six square feet on pump islands.
  - (7) Political campaign signs in conformance with section 2109.5.
  - (8) Directional signs: Signs regulating on-site traffic and parking of not more than four square feet in area. One such sign for each public entrance from a collector or arterial street up to a maximum of two such signs per zoning lot or development parcel.
  - (9) Posting of no more than one "Private Property" or similar notice per side of a residential zoning lot with frontage on a public street, provided that the lot is greater than one acre in size. Such signs shall be no more than 1.5 square feet in area and located a minimum of five feet from any lot line or right-of-way line.
  - (10) Flags bearing the official design of a nation, state, municipality, educational institution or organization as approved by the building official.
  - (11) Barber poles when a minimum of seven feet above the pedestrian right-of-way.
  - (12) Non-illuminated window signs on the inside of windows in non-residential districts that do not obstruct vision by more than 20 percent.
  - (13) Menu boards at drive-through restaurants with a maximum size of 60 square feet.

#### b. Permits required:

(1) Sign permit: see section 2109.3a-d.

- (2) Building permit: Required for all permanent building-mounted and ground signs, except such signs that are painted on an existing wall.
- (3) Electrical permit: Required for all illuminated signs or signs in which electrical wiring will be used in connection with the structure.
- c. Sign permit application: Applications for permits shall be made upon forms provided by the building official and shall contain or have attached thereto the following information:
  - (1) Name, address and telephone number of the applicant.
  - (2) Sketch plan: Three copies of a sketch plan in compliance with section 2115 that includes the lot survey, easements and setback dimensions, location of all buildings, other structures and all proposed and existing signs on the development parcel or zoning lot where such signs are to be erected. Elevation drawings of all buildings on the site shall be provided showing the location of all existing and proposed building-mounted signs.
  - (3) Construction drawings: Three blueprints or drawings of the plans, specifications, methods of construction and installation, materials list and method and type of illumination for each sign. All construction drawings or attachment details shall be signed and sealed by a licensed design professional.
  - (4) A photometric grid that is in conformance with section 2110 must be overlaid on the sketch plan showing the location of each proposed sign and the overall light intensity (in foot-candles) from all existing and proposed sources of illumination throughout the area affected by the proposed sign.
  - (5) Copy of stress sheets and calculations showing the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and ordinances of the township. Provided, further, that where the building official deems it advisable, he may require the approval of the structural design by a registered architect or engineer.
  - (6) Name of person, firm, corporation or association erecting the sign or sign structures.
  - (7) Written and notarized consent of the owner where the sign is to be erected on vacant land.
  - (8) Insurance policy or bond as required by section 2109.8.
  - (9) Removal agreement: The township may require a signed removal agreement satisfactory to the township attorney for the removal of certain signs as

- applicable. A bond or other acceptable surety to guarantee such removal may also be required.
- (10) Other information that the building official may require to show full compliance with this and all other township ordinances.
- d. Sign permit issued if application in order: It shall be the duty of the building official, upon the filing of an application for a sign permit, to examine the plans and specifications and other data. If the proposed structure is in compliance with all requirements of the zoning ordinance and applicable building and electrical codes, the appropriate permits shall be issued.
- e. Sign permit revocability: All work associated with a sign permit shall be completed within six months after date of issuance. Such rights and privileges accrued under the provision of this ordinance are mere licenses and may be immediately revoked upon the violation of any of the conditions contained herein.
- 9. Insurance: Every person, before engaging or continuing in the business of erecting, servicing, repairing or dismantling signs in Ypsilanti Township, shall first furnish the township a public liability insurance policy that is satisfactory to the township attorney. This policy must indemnify the Charter Township of Ypsilanti and its prior, present and future officials, representatives and employees from all damage suits or actions of every nature brought or claimed against the erector for or on account of injuries or damages to persons or property received or sustained by any person or persons through any act of omission or negligence of said erector, his servants, agents or employees in the erection, repair, service or dismantling of any sign. Said policy shall contain a clause whereby it cannot be canceled or changed until after a written notice of intention to cancel has been filed with the township clerk and building official at least 30 days prior to the date of cancellation.
- 10. Legal nonconforming signs: All existing legal nonconforming signs shall be permitted to continue as such until removed or until changes other than painting or servicing are made, at which time they shall conform to the provisions of this ordinance. The zoning official may permit a reduction of the minimum required setback for ground signs from property lines and street rights-of-way to allow changes to an existing legal nonconforming ground sign, subject to the following:
  - a. The sign is located outside of any street right-of-way.
  - b. The sign is in compliance with section 2109.2 (general requirements for all signs).
  - c. The sign is in compliance with section 2109.3 maximum height and sign face area standards.
- 11. Class A nonconforming sign designation: Class A nonconforming signs shall be considered to be conforming signs for purposes of repair, service or the changing of sign copy in a manner that

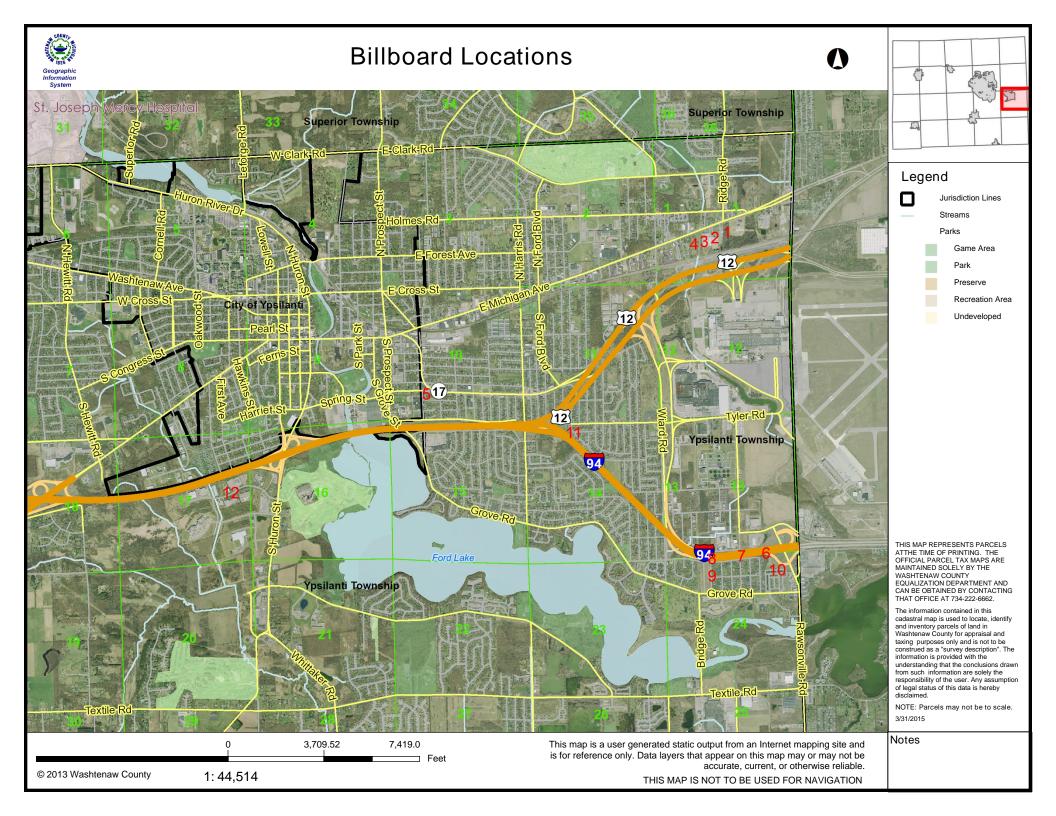
does not require structural changes or any change to the sign box or enclosure. The planning commission may grant a Class 'A' nonconforming sign designation in those instances where a determination is made after public hearing that the continuance of a nonconforming sign meets both the criteria found in section 2102.3 and the following:

- a. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this article.
- b. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.
- 12. Enforcement: It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, or move any sign or structure in the township, or cause or permit the same to be done in violation of any of the provisions of this article. Any sign unlawfully erected or altered may be removed by the township at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
- 13. Removal of abandoned, damaged, illegal or unsafe signs:
  - a. Abandoned signs: Abandoned signs shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. All sign copy shall be removed within 30 days after the use to which the sign is accessory has terminated or been discontinued. The sign, including all component parts, shall be removed and the property restored as nearly as possible to its original condition within 180 days after the use has terminated or been discontinued.
    - The building official may remove such signs or sign copy at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
  - b. Damaged signs: Damaged signs shall be repaired, replaced or removed within ten days of the damage by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. Such signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 10 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
  - c. Illegal signs: Illegal signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

- d. Unsafe signs: Unsafe signs shall be immediately removed or made to conform to the provisions of this article by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. If such action is not taken within 24 hours, the unsafe signs may be removed by the building official at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
- 14. Sign maintenance: The building official may order the removal of any sign that is not maintained in accordance with the provisions of this article. Such signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
  - a. Maintenance: All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order; and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained and in good repair.
  - b. Housekeeping: It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

(Ord. No. 2000-261, § 3, 12-19-00; Ord. No. 2001-289, § 2, 11-20-01; Ord. No. 2002-307, 12-17-02)

Editor's note: Ord. No. 2000-261, adopted December 19, 2000, repealed section 2109, signs, in its entirety, and replaced it with similar material as herein set out. The former provisions derived from Ord. No. 94-133, adopted August 16, 1994, and Ord. No. 94-142, adopted March 5, 1996.





Site #1 - Westbound East Michigan Avenue at Ridge Road. Four (4) sign faces.



Site #1 – Eastbound East Michigan Avenue at Ridge Road. Four (4) sign faces.



Site #2 – South side of East Michigan east of Carter Lumber. Two (2) sign faces.



Site #3 – South side of East Michigan Avenue, west of Carter Lumber. Two (2) sign faces.



Site #4 – Southside of East Michigan Avenue across from Coach's Carpet/Belfor. Two (2) sign faces.



Site #5 – Westbound Ecorse at Maus Avenue. Two (2) sign faces.



Site #6 - Westbound I-94 west of Rawsonville. Two (2) sign faces.



Site #7 - Westbound I-94 adjacent to Artic Ice. Two (2) sign faces.



Site #8 - Westbound I-94 at the McGregor Cul-de-sac. Two (2) sign faces.



Site #9 – Eastbound I-94 at Ide Street. Two (2) sign faces.



Site #10 – South side of I-94 at Rawsonville. Two (2) sign faces.



Site #11 – Eastbound I94 at the Willow Run bypass. Two (2) sign faces.



Site #12 – Eastbound I-94 west of Huron Street. Two (2) sign faces.

Total Sign Faces noted: 26

# **REVIEW AGENDA**

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197

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

# REGULAR MEETING AGENDA

TUESDAY, APRIL 7, 2015 7:00 P.M.

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE AND INVOCATION
- PUBLIC COMMENTS
- 4. CONSENT AGENDA
  - A. MINUTES OF THE MARCH 17, 2015 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS IN THE AMOUNT OF \$1,421,827,76
- 1. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

#### **OLD BUSINESS**

 REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE THE 2015/2016 FIRE DISPATCHING SERVICE CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$144,361.65 TO BE BUDGETED OVER TWO YEARS IN LINE ITEM #206-206-000-857-001 (TABLED AT THE MARCH 17, 2015 REGULAR MEETING)

#### **NEW BUSINESS**

- 1. BUDGET AMENDMENT #5
- RESOLUTION 2015-5, DAWN FARM 6<sup>TH</sup> ANNUAL RIDE FOR RECOVERY ROAD CLOSURE REQUEST
- 3. RESOLUTION 2015-6, HOMEFRONT VICTORY CELEBRATION PARADE ROAD CLOSURE REQUEST
- 4. REQUEST OF CIVIL SERVICE COMMISSION TO UTILIZE EMPCO, INC. TO ADMINISTER YPSILANTI TOWNSHIP FIRE DEPARTMENT OFFICER PROMOTIONAL TESTING BUDGETED IN LINE ITEM #206-220-000-801-000
- 5. REQUEST OF KAREN LOVEJOY ROE FOR AUTHORIZATION TO INCREASE ELECTION INSPECTOR PAY TO \$12.00 PER HOUR AND ELECTION CHAIRPERSON PAY TO \$13.00 PER HOUR BUDGETED IN LINE ITEM #101-215-000-704-000

- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$29,339.00 EACH BUDGETED IN LINE ITEM #266-301-000-831-008 AND TO AUTHORIZE SIGNING OF THE CONTRACTS
- 7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON BERKLEY AVE. AND STRATFORD RD. AT AN ESTIMATED COST OF \$20,123.50 BUDGETED IN LINE ITEM #101-466-000-818-022 AND TO AUTHORIZE SIGNING OF THE AGREEMENT
- 8. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE CONTRACT WITH TETRA-TECH FOR YPSILANTI TOWNSHIP COMMUNITY CENTER/GREEN OAKS GOLF COURSE UST (UNDERGROUND STORAGE TANK) CLOSURE FACILITY ID #00038536 NOT TO EXCEED \$11,676.00 BUDGETED IN LINE ITEM #101-956-000-801-000 AND TO AUTHORIZE SIGNING OF THE CONTRACT
- 9. SET PUBLIC HEARING DATE OF TUESDAY, MAY 19, 2015 AT APPROXIMATELY 7:00PM TO HEAR REQUEST OF POLLARD (U.S.) LTD, LOCATED AT 775 JAMES L. HART PARKWAY IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE
- 10. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR AUTHORIZATION TO COMPENSATE FIRE CHIEF ERIC COPELAND AS OUTLINED IN MEMO DATED APRIL 2, 2015 BUDGETED IN LINE ITEM #206-206-000-705-002 FOR FIRE MARSHALL DUTIES PERFORMED BEGINNING FEBRUARY 5, 2015 AND FORWARD FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS WHILE AN EXAMINATION PROCESS IS CONDUCTED AND SUCCESSION PLAN IS APPROVED

#### **OTHER BUSINESS**

#### **AUTHORIZATIONS AND BIDS**

- REQUEST AUTHORIZATION TO PURCHASE ELEVEN (11) ERGONOMIC CHAIRS FOR 14B DISTRICT COURT IN THE AMOUNT OF \$8,063.44 BUDGETED IN LINE ITEM #236-136-000-977-000 ONE (1) ERGONOMIC CHAIR FOR THE OFFICE OF COMMUNITY STANDARDS IN THE AMOUNT OF \$733.04 BUDGETED IN LINE ITEM #249-249-000-977-000 AND FOUR (4) CHAIRS FOR ASSESSING IN THE AMOUNT OF \$\$2932.16 BUDGETED IN LINE ITEM #101-267-000-977-000 FOR A TOTAL AMOUNT OF \$11,728.64
- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD LOW BID FOR VETERAN'S DRIVE CONSTRUCTION TO ANGLIN CIVIL IN THE AMOUNT OF \$672,981.81 AND A CONTINGENCY AMOUNT OF \$50,000.00 FOR UNFORESEEN EXTRAS FOR A TOTAL OF \$722,981.81 BUDGETED IN LINE ITEM #101-970-000-976-007
- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION SERVICES FOR THE VETERAN'S DRIVE CONSTRUCTION PROJECT TO BE BILLED HOURLY NOT TO EXCEED A TOTAL OF \$79,600.00 AND BUDGETED IN LINE ITEM #101-970-000-976-007

# PUBLIC COMMENTS

# **CONSENT AGENDA**

#### CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 17, 2015 WORK SESSION

Supervisor Stumbo called the meeting to order at approximately 5:02 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejov Roe.

Treasurer Doe, Trustees Stan Eldridge and Scott Martin

**Members Absent:** Trustees Jean Hall Currie and Mike Martin

**Legal Counsel:** Wm. Douglas Winters

#### MICHIGAN MUNICIPAL LEAGUE - YEARLY DIVIDEND

Judy Thomason-Torosian presented a check for \$23,703.00 to Ypsilanti Township which represented member equity in Michigan Municipal League Liability & Property Pool.

#### MICHIGAN GOLF SHOW REPORT

Justin Blair, Director of Golf Operations provided a brief report regarding his attendance as a vendor for Green Oaks Golf Course at the Michigan Golf Show this past weekend in Novi, at the Suburban Showplace. He stated Green Oaks Golf Course had total sales of \$1,223 and had collected 352 new email addresses.

AUTHORIZATION FOR RSD DIRECTOR JEFF ALLEN TO WORK WITH COMCAST, DTE AND WASHTENAW COUNTY SHERIFF'S DEPT. TO DETERMINE COST, NUMBER OF SURVEILLANCE CAMERAS REQUIRED AND LOCATIONS IN THE OAKLAWN/HAWTHORNE, BUD/BLOSSOM AND APPLERIDGE NEIGHBORHOODS

The Board discussed this agenda item and agreed to move forward.

# THE BOARD DISCUSSED AND AGREED TO ADD CHIEF BUILDING OFFICER POSITION UNDER OTHER BUSINESS

Karen Wallin, Human Resources Department provided a brief description of the position.

Trustee Eldridge requested clarification regarding differences between the package offered for this positon and other employees.

Trustee Scott Martin asked if any current employees were interested in working toward this position.

# THE BOARD DISCUSSED AND AGREED TO ADD LEC BUILDING ROOF REPLACEMENT UNDER OTHER BUSINESS

Discussion followed on bids regarding the Law Enforcement Center roof replacement.

Trustee Scott Martin asked about materials to be used for the project.

Treasurer Doe asked if we could request a contractor to use a local distributor.

#### **REVIEW AGENDA**

#### **CONSENT AGENDA**

#### SUPERVISOR REPORT

LISA TO INSERT SUPERVISOR REPORT

#### **CLERK REPORT**

Clerk Lovejoy Roe stated her report was in the packet.

#### TREASURER REPORT

None

#### TRUSTEE REPORT

Trustee Eldridge announced a Neighborhood Watch Meeting to be held March 26, 2015, 6:30 p.m. at the Civic Center with the Road Commission to discuss the proposed roundabout installation at Whittaker and Merritt Roads in 2016.

#### **ATTORNEY REPORT**

Attorney Winters provided a brief report of the programs the Township had implemented regarding vacant housing and the effect they have had on neighborhood stabilization. He emphasized the vacant housing issue was not just a local issue, but affected state and national levels as well. Attorney Winters reported 75% of those vacant homes were currently owned by banks that simply would not foreclose until they absolutely had to,

and had refused to take the necessary steps to maintain those properties. He stated the mortgage companies were not acting responsibly either. Mr. Winters provided examples of success that had resulted from the Township efforts. He recommended consideration for a symposium with other community officials throughout Michigan to discuss these issues and possible solutions.

#### **NEW BUSINESS**

1. REQUEST AUTHORIZATION FOR THREE FULL TIME OFFICIALS AND TOWNSHIP ATTORNEY TO DRAFT LETTER OF SUPPORT FOR NATIONAL CHURCH RESIDENCES APPLICATION FOR MSHDA LOW-INCOME HOUSING TAX CREDITS FOR RENOVATION OF CLARK EAST TOWERS ONCE COMPLETED APPLICATION IS RECEIVED

Supervisor Stumbo stated a draft application had been received.

Eric Walker, National Church Residences provided a brief summary of the changes that had been made to the draft summary to reduce cost in order to maximize their points to be more competitive.

Supervisor Stumbo reported that Makeda Hunt had met with the residents regarding their relocation during the proposed renovation.

Eric Walker reported he had attended that meeting along with the relocation project leader to go over things with the residents.

Supervisor Stumbo asked for clarification regarding the annual credit cost for a period of ten years.

Clerk Lovejoy Roe asked about credits being purchased for ninety cents on the dollar and Mr. Walker provided an explanation.

Attorney Winters reviewed the tax financing credit selling process and discussion followed regarding different fees.

2. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE THE 2015/2016 FIRE DISPATCHING SERVICE CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$144,361.65 TO BE BUDGETED OVER TWO YEARS IN LINE ITEM #206.206.000.857.001

Chief Copeland stated this was a renewal for the dispatching services and stated there was a slight increase of .30 cents per call, based on Emergent Health Partners, Inc. and our call volume, which had increased.

Trustee Eldridge asked if this had previously been a one year contract and how a correct cost could be determined for a two year contract since the cost was figured on the preceding twelve months.

Chief Copeland agreed it had been a one year contract and stated the costs were based on an average.

Trustee Eldridge wanted clarification on the time period and how the price would be affected if the calls went down. He continued reading from the contract which stated the cost was figured annually and asked for clarification.

Attorney Winters provided his interpretation of the contract language, that the first year would be based on what happened in 2014 and second year was based on an assumed average and a look back, which would not occur until after the second year.

Supervisor Stumbo suggested tabling this item to allow a representative from Emergent Health Partners to attend a Board Meeting to explain the agreement.

3. REQUEST TO AMEND PUBLIC SURVEILLANCE CAMERA POLICY TO ALLOW PUBLIC SERVICES ADMINISTRATOR AND RESIDENTIAL SERVICES DIRECTOR TO ACCESS SYSTEM FOR QUALITY CONTROL MAINTENANCE AND TO ASSIST THE WASHTENAW COUNTY SHERIFF'S OFFICE

Mike Radzik, OCS Director stated the change would add his position as well as Jeff Allen's, Residential Services, to access the system for internal quality control and to assist whenever necessary. He stated this change would not affect the policy regarding the downloading and storing evidence or images since that would remain under the sole authority of the Sheriff's Department. Mr. Radzik proposed a sentence in Section 3 E of the Camera Policy, which stated the facilities used by the Sheriff's office will be configured to be the only location where recorded information will be accessed, downloaded or stored, be removed due to fact that the upgraded system allowed for access from any internet connection by the Sheriff's Department.

Trustee Eldridge stated the residents had been promised that nobody from the Township could view the information. Supervisor Stumbo explained the current policy stated the IT Manager could check it. Trustee Eldridge asked why we needed to add extra people to clean the lenses and point them in the right direction and since Travis had access, he could do that job.

Mike Radzik stated Travis only dealt with the technical aspects regarding the computer, not anything to do with the cameras, so the Township was totally reliant on the Sheriff's Department and they were only logging in to look at information as needed, location by location. Mr. Radzik said the possibility could arise, if a location wasn't viewed for a while, that the camera would not be collecting information and no one would know. He stated the reason for this request was to be able to, in-house, assure the cameras were

working correctly and Conti, the contractor that had installed the cameras, only inspected them once a year.

Jeff Allen stated there had not been any problems with the cameras at this point, but, the problem had been getting Comcast out to set the modem up. He said the billing had not been done for the modems and the service was getting shut off for non-payment, but we couldn't pay for that which we had not been billed.

Supervisor Stumbo stated the only time we were able to find out that a camera was not working was when an officer tried to access the information and nothing was there. She said that was why we needed to make sure they were operating all the time.

Clerk Roe asked how the camera information was stored.

More discussion followed between Supervisor Stumbo, Mike Radzik, Jeff Allen and Trustee Eldridge regarding the basic monitoring of the cameras to make sure they were fully operational and the perception of going against the promise that was made to residents that any monitoring would be done exclusively by the Sheriff's Department.

Clerk Lovejoy Roe asked for clarification on how the web based system stored the information and Jeff Allen and Mike Radzik explained the process involved recording on a Township server but the recordings were accessed through the internet by the Sheriff's Department.

Trustee Eldridge felt it would be better to justify to the community if only the IT personnel was allowed to check on the proper angle of the cameras and that the lens was clean.

Clerk Lovejoy Roe asked how long the information was stored and Jeff Allen responded the information was kept for two months, depending on the amount of activity recorded. Mike Radzik stated the Sheriff's Department was the only entity allowed to access that information.

Jeff Allen stated the request should be that no recorded material would be viewed, only to see if the live feed was correct.

Treasurer Doe asked if the Sheriff Department could scan the camera's every week and as long as we informed the residents, he felt it didn't make any difference who performed the action.

Trustee Scott Martin concurred the best idea was the Sheriff's Department could possibly designate a deputy to view the cameras for maintenance purposes once a week.

Trustee Eldridge stated the initial policy said the Township Information Services Manager could view the information and they could do this on a weekly basis and since three people were employed in that department at this time, it would be feasible for them to check on the operational capabilities of the system.

Arloa Kaiser asked if three people were employed in the IT Department at this time. Supervisor Stumbo explained Travis was the main person in the IT Department and now we had a Webmaster and a second person who was part-time was temporarily working 40 hours a week because of the work volume. Ms. Kaiser stated since she was part of the public, as far as she was concerned, she saw nothing wrong with the Public Services Administrator and the Residential Services Director looking at the operational aspects of the Public Surveillance Cameras. She felt it would take away from the deputies necessary duties to have them check to see of the cameras were operational.

4. REQUEST OF PARK COMMISSION TO APPROVE UPDATED PARK USAGE PLAN

No discussion.

5. AUTHORIZATION TO APPROVE YPSILANTI NATIONAL LITTLE LEAGUE TO CONSTRUCT ROOFS OVER THE DUGOUTS AT HARRIS ROAD BALL FIELDS AS APPROVED BY THE PARK COMMISSION

Supervisor Stumbo asked if the meeting with the Ypsilanti National Little League had been scheduled. Trustee Eldridge responded it was scheduled for next week.

6. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR AUTHORIZATION TO COMPENSATE FIRE CHIEF ERIC COPELAND FOR ASSUMING DUTIES AS YPSILANTI TOWNSHIP FIRE MARSHAL BUDGETED IN LINE ITEM #206.206.000.705.002 FOR A PERIOD NOT LONGER THAN 6 (SIX) MONTHS WHILE AN EXAMINATION PROCESS IS CONDUCTED AND SUCCESSION PLAN APPROVED

Karen Wallin stated that Vic Chevrette had retired from the Fire Marshal position on Feb. 5, 2015 and in anticipation of that retirement a Fire Marshal testing was conducted Oct. 2014 but no one passed the test. Ms. Wallin stated when Chief Copeland was hired at the Township he already had the certification and experience to function as Fire Marshal. She said Treasurer Doe had recently suggested utilizing Chief Copeland's experience and skill and have him perform the Fire Marshal duty while retesting was being done. Ms. Wallin stated it had been suggested that a stipend would be an appropriate way to compensate Chief Copeland while he performed the additional duties.

Treasurer Doe reported the current rate to hire a Fire Marshal would probably be \$2,000 a month.

Trustee Scott Martin asked if Chief Copeland would be working an additional 24 hours per week or if this could be done in an 8 hour workday.

Chief Copeland explained that he was currently doing the duties of the Fire Marshal as well as his own regular duties which made for longer days and being on call the rest of

the time, therefore he agreed that a stipend would be better than trying to figure out over-time.

Trustee Scott Martin asked for clarification on the duties entailed in the Fire Marshal position and the hours involved. He asked if someone was in line to be able to take over the position.

Chief Copeland explained the Fire Marshal was a firefighter first. Chief Copeland stated he had started a mentoring program to bring firefighters up to the training level required to be Fire Marshal and be able to keep the position in-house. He stated he was back at square one since no one had been able to pass the test, but the duties were ongoing and translated into a 40 hour job. The Chief further explained the position required passing the test and then securing the certifications within a year and no one was at that point.

Supervisor Stumbo stated there was a need for the Fire Marshal position to be filled right now, so there was the choice to use Chief Copeland or contract it out.

Trustee Scott Martin agreed but voiced his frustration that no one was able to be utilized in-house at this time.

Chief Copeland explained the Fire Marshal was a highly technical position and required a lot of research time.

Trustee Eldridge asked if there was any way to make this a three month hiring process rather than six. Discussion followed on this time period and Karen Wallin stated the contract stipulated the position would be filled within six months.

Nancy Wyrybowski, Civil Service Commission Secretary suggested the Board might want to consider approving the testing contingent upon approval by the Civil Service Commission that once approved, the test could commence without having to come back to the Board.

#### **ADJOURNMENT**

The meeting adjourned at approximately 7:05 p.m.

Respectfully submitted, Karen Lovejoy Roe, Clerk

# CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 17, 2015 REGULAR MEETING

Supervisor Stumbo, called the meeting to order at approximately 7:11p.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

and Scott Martin

**Members Absent:** Trustees Jean Hall Currie and Mike Martin

Legal Counsel: Wm. Douglas Winters

#### **PUBLIC COMMENTS**

Supervisor Stumbo recognized Sheriff Clayton from the audience.

Jerry Clayton, Washtenaw County Sheriff expressed his gratitude to Ypsilanti Township for the continued partnership and investment made in the Law Enforcement Center. He stated the Center was a visual demonstration of the Township's dedication to public safety and partnership with the Sheriff's Department. Sheriff Clayton said the employees were proud to be able to work out of the new facility.

Jim Anuszkiewicz, Operations Lieutenant for Ypsilanti Township extended his appreciation, on behalf of all the Deputies that worked there, to the Township Board and Staff for the last two years of preparation to make the Law Enforcement Center a reality.

Arloa Kaiser, Township Resident stated her support to allow the Public Services Director and the Residential Services Director access to view the public surveillance cameras regarding their operational and maintenance capabilities.

#### **CONSENT AGENDA**

- A. MINUTES OF THE MARCH 3, 2015 WORK SESSION AND REGULAR MEETINGES
- **B. STATEMENTS AND CHECKS** 
  - 1. STATEMENTS AND CHECKS
  - 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR FEBRUARY, IN THE AMOUNT OF \$35,798.66

#### C. FEBRUARY 2015 TREASURER REPORT

A motion was made by Clerk Lovejoy Roe, supported by Scott Martin to approve the Consent Agenda. The motion carried unanimously.

#### SUPERVISOR REPORT

Supervisor Stumbo reported the Supervisor Report and the Clerk Report was given at the Work Session.

#### **CLERK REPORT**

Clerk Lovejoy Roe requested the Supervisor and Clerk Reports be included in the Board Meeting Minutes in the future.

#### TREASURER REPORT

None

#### TRUSTEE REPORT

None

#### ATTORNEY REPORT

Attorney Winters stated he had given his report at the Work Session.

#### **NEW BUSINESS**

1. REQUEST AUTHORIZATION FOR THREE FULL TIME OFFICIALS AND TOWNSHIP ATTORNEY TO DRAFT LETTER OF SUPPORT FOR NATIONAL CHURCH SERVICES APPLICATION FOR MSHDA LOW-INCOME HOUSING TAX CREDITS FOR RENOVATION OF CLARK EAST TOWERS ONCE COMPLETED APPLICATION IS RECEIVED

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize three Full Time Officials and Township Attorney to draft letter of support for National Church Services application for MSHDA Low-Income Housing Tax Credits for renovation of Clark East Towers once completed application is received.

Eric Walker, National Church Residences clarified this was a draft application before the Board at this time, but when final application was completed the Board was authorizing the Attorney to draft a letter of support.

Supervisor Stumbo stated once that final application was complete, the Board would authorize the draft letter of support.

Supervisor Stumbo reported the concern with the residents not being aware of the upcoming relocation during the proposed renovations had been addressed during a meeting this afternoon with the residents.

The motion carried unanimously.

2. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE THE 2015/2016 FIRE DISPATCHING SERVICE CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$144,361.65 TO BE BUDGETED OVER TWO YEARS IN LINE ITEM #206.206.000.857.001

A motion was made by Treasurer Doe, supported by Trustee Eldridge to table the 2015/2016 Fire Dispatching Service Contract with Emergent Health Partners, Inc. for the period of July 1, 2015 through June 30, 2017 in the amount of \$144,361.65 to be budgeted over two years in line item #206.206.000.857.001.

The motion carried as follows:

Eldridge: Yes Scott Martin: Yes Stumbo: Yes

Clerk Lovejoy Roe: Yes Treasurer Doe: Yes

3. REQUEST TO AMEND PUBLIC SURVEILLANCE CAMERA POLICY TO ALLOW PUBLIC SERVICES ADMINISTRATOR AND RESIDENTIAL SERVICES DIRECTOR TO ACCESS SYSTEM FOR QUALITY CONTROL, MAINTENANCE AND TO ASSIST THE COUNTY SHERIFF'S OFFICE

A motion was made by Trustee Eldridge, supported by Trustee Scott Martin to amend Public Surveillance Camera Policy to allow Public Services Administrator and Residential Services Director to access system for quality control, maintenance and to assist the County Sheriff's Office.

Supervisor Stumbo stated this item was discussed at length during the Work Session. She said the current policy allowed the Township Information Services Manager, only, to assist with the issues with the Sheriff's Department. She said the amendment would allow the Public Services Administrator and Residential Services Director to assist with the cameras and make sure they were operational on a weekly basis, but would not be viewing any stored information.

Lt. Anuszkiewicz stated he saw no harm in adding the Public Services Administrator and the Residential Services Director to the policy to monitor the cameras for quality control and maintenance, in fact it would be helpful.

Trustee Eldridge stated he did not have any trust or integrity issues with Jeff Allen or Mike Radzik assisting but his concern was the public had been told repeatedly that only the Sheriff's Department personnel along with the Township IT Manager would have access to the cameras. Trustee Eldridge said he had suggested the IT Manager and his staff scan the cameras to make sure they were operational once a week.

Trustee Eldridge asked Lt. Anuszkiewicz if it was feasible to have a midnight deputy scan the cameras on a Sunday night into a Monday morning schedule and send a report to the Township officials.

Lt. Anuszkiewicz said they had done that in the past and could continue to do it, he did not have an issue with that method.

Supervisor Stumbo stated there was a motion and support to approve this request before the Board.

Supervisor Stumbo stated the Township Information Services Manager was already part of the policy, the motion before the Board was to allow the Public Services Administrator and Residential Services Director to be added. She agreed it would be better if upper level management handled this task and the deputy's time would be better spent on the road, rather than viewing camera quality.

Trustee Eldrdige stated fifteen minutes on a Sunday night into Monday morning would not take any officer off the road, it could be someone in the command staff for that matter. He stated he could not support the current motion before the Board.

Treasurer Doe stated he would be willing to support the motion contingent to informing the Neighborhood Watch groups of the amendment.

Trustee Eldridge stated if the Sheriff's Department, who actually viewed the stored information, had no problems, why would the Board be opposed to the IT Manager and their staff, who already had access, performing quality control and maintenance issues.

Arloa Kaiser voiced her concern that since more cameras had been installed and more were to come, it would take away time from the police and she would rather have Mike and Jeff make sure the cameras were functioning. She felt it would

just be a manner of presentation by the Board and representatives of the Board to the Neighborhood Watch groups.

Supervisor Stumbo said she would do whatever the Board's pleasure was regarding the issue. She stated the issues that had come to light regarding the quality control and maintenance issues had been unforeseen and now it was just a matter of properly addressing them.

Trustee Scott Martin stated he agreed with Trustee Eldridge that it was necessary to inform the residents of the change before anything was voted on. He felt very secure with the choices of people to perform the maintenance, it was just the perception of the residents that the Board said one thing, but did another, that worried him.

Trustee Eldridge asked if a letter could be sent to each person that had signed the petitions for the cameras. Trustee Eldridge also asked why the Public Services Administrator and the Residential Services Director had been chosen and not the IT staff.

Treasurer Doe stated Jeff and Mike were the ones who dealt with Comcast regarding the cameras.

Supervisor Stumbo informed the Board that Jeff and Mike did not ask for this responsibility, they just seemed to be the logical choice since they worked with all the entities involved. She stated the Board could vote to deny the request and continue the current policy.

Trustee Eldridge stated we could continue the current policy or we could amend it and let the IT Department handle it and he felt the residents would be more receptive with that rather than anyone from the Township staff performing the operational checks.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to table the request to amend Public Surveillance Camera Policy to allow Public Services Administration and Residential Services Director to access system for quality control, maintenance and to assist the County Sherriff's Office.

The motion carried as follows:

Eldridge: Yes Scott Martin: Yes Stumbo: Yes

Clerk Lovejoy Roe: Yes Treasurer Doe: (stepped out)

# 4. REQUEST OF PARK COMMISSION TO APPROVE UPDATED PARK USAGE PLAN

Lonnie Scott, Park Commission briefly reviewed the policy to standardize the process for applicants use, since the parks were being used more often.

Clerk Lovejoy Roe stated her appreciation for the time and effort spent in research and formation of the policy.

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve updated Park Usage Plan. The motion carried unanimously.

5. AUTHORIZATION TO APPROVE YPSILANTI NATIONAL LITTLE LEAGUE TO CONSTRUCT ROOFS OVER THE DUGOUTS AT HARRIS ROAD BALL FIELDS AS APPROVED BY THE PARK COMMISSION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Ypsilanti National Little League to construct roofs over the dugouts at Harris Road Ball Fields as approved by the Park Commission. The motion carried unanimously.

6. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR AUTHORIZATION TO COMPENSATE FIRE CHIEF ERIC COPELAND FOR ASSUMING DUTIES AS YPSILANTI TOWNSHIP FIRE MARSHAL BUDGETED IN LINE ITEM #206.206.000.705.002 FOR A PERIOD NOT LONGER THAN 6 (SIX) MONTHS WHILE AN EXAMINATION PROCESS IS CONDUCTED AND SUCCESSION PLAN APPROVED

A motion was made by Trustee Scott Martin, supported by Clerk Lovejoy Roe for authorization to compensate Fire Chief Eric Copeland for assuming duties as Ypsilanti Township Fire Marshal budgeted in line item #206.206.000.705.002 for a period not longer than 6 (six) months while an examination process is conducted and succession plan approved.

Chief Copeland stated he did not feel \$2,000 month stipend was fair.

Clerk Lovejoy Roe asked for clarification on the motion.

Chief Copeland stated he had given Madam Supervisor a proposed amount which was lower than the actual expense but higher than \$2,000.

Supervisor Stumbo stated in the Work Session that the suggestion of \$30 an hour for 24 hours had moved to a \$500 a week stipend. She stated the question was whether to pay hourly for each documented hour and get paid for that position above the 40 hour work week or a one-time stipend amount per week.

Chief Copeland stated if that was how the Board wished to do it, he would respectfully request to be compensated from February 6, 2015.

Discussion followed between Supervisor Stumbo and Chief Copeland on the duties as Fire Marshal being contracted out and fairness of the hourly rate versus a stipend amount being paid to the Chief in the interim.

Trustee Scott Martin asked if it was acceptable as written in the proposal, "... it is anticipated that approximately 24 hours per week, outside normal work hours."

Chief Copeland explained that was a proposal to contract the former Fire Marshal for a set amount based on an hourly rate, which was a reduced amount from his actual compensation. Chief Copeland explained he had taken the responsibility four years ago and had said nothing about the expense because he was trying the keep the position in house.

Trustee Scott Martin asked if Chief Copeland was looking for compensation of \$720 per week.

Chief Copeland stated that, as Chief, he was now performing those duties in tandem with his own duties, it was too difficult to keep track of the hours. He provided a brief explanation of time spent with different projects recently. He stated his time of assuming the role of Fire Marshal for the last six months was worth a fair compensation.

Trustee Scott Martin suggested finding someone else to perform the duties of Fire Marshal and compensate Chief Copeland for the work he had already done.

Trustee Eldridge asked Karen Wallin how much time a person had to give Human Resources ahead of their retirement. He wanted to know why we had not been proactive in getting someone on board for this position.

Karen Wallin, Human Resources stated the former employee was in a drop program and the Township had been aware of the last day of work. She stated the testing had taken place in October 2014.

Chief Copeland explained the process used in 2011 and that in order to test for the Fire Marshal position, candidates have to meet certain benchmarks. He stated we also updated the International Fire Code to 2009, which helped in the testing process. He stated however, in terms of contract negotiations, our contract prohibits the Fire Marshal from assuming leadership positions in emergency situations.

Trustee Eldridge asked if we could contract out since this was a bargaining position and Chief Copeland felt Article 22 of the Labor Agreement stated if there were no qualified bargaining unit members, it could be contracted out.

Clerk Lovejoy Roe asked if no one was interested or if no one was qualified to fill the position and she wanted to know if Larry James was qualified.

Mike Houghton, President IAFF Local 1030 responded to Clerk Lovejoy Roe's question regarding Larry James and stated he had some State certifications that allowed him to function in the role of Fire Marshal, but there were currently no union members, in officer roles, that have those certifications. He stated the union body was fully aware of the situation, that was somewhat self—created, but he expressed the union body appreciated keeping the Fire Marshal promotion inhouse and there was interest from 3 – 5 firefighters but they were not officers. He said they were trying to craft, with the Chief, some basic training and knowledge regarding the Fire Marshal position in the hope that would facilitate a better test performance, especially from those who were not officers. He stated discussion had taken place regarding crafting a letter of agreement that would not violate any contract articles on either side in order to obtain a larger number of candidates, increase the success of passing the test and keeping the promotion in-house. He also said he supported Chief Copeland in the Fire Marshal role.

Trustee Eldridge stated there was discussion to waive the provision of being an officer. He voiced his displeasure that nothing had been done to prepare for this situation regarding the Fire Marshal position. Discussion followed on actions that had been taken and possibilities that had been explored. Trustee Eldridge said he felt since Vic had retired over a month ago he might be interested in contracting for the position and that would allow the Chief to be the Chief, exclusively. He suggested that would allow continuity, if Mr. Chevrette agreed to contract and allow the next group of candidates the proper time to study and alleviate the Chief from doing two jobs. He stated he could not support paying above a salary, because other directors had taken on other responsibilities and roles and the Board did not compensate them for additional duties.

Roy Darnell, Township Resident stated he felt there were two issues: one was how to fill the position and the second was that Chief Copeland should be compensated until someone else was found.

Clerk Lovejoy Roe stated she knew it would be ideal to fill the position internally but what difference did it make if it were posted and/or hired from outside.

Mike Helisek, Vice President of IAFF Local 1830 stated it would be a contract violation, since the Fire Marshal position was currently a member of the bargaining unit. He stated they were waiting on a letter of agreement and due to Act 78 the Board does not have the authority to contract or subcontract the Fire Marshal position, rather the Civil Service Commission had to do that.

Larry Doe asked if an officer didn't pass the test then a letter of agreement could be drafted to test firefighters and the Civil Service Commission could be requested to allow hiring outside.

Trustee Scott Martin stated if the firefighters felt someone was qualified to perform the task of Fire Marshal then they should be allowed to try.

Mike Helisek stated he thought the Chief was going to ask the Civil Service Commission to approve the testing.

Chief Copeland agreed he would be approaching the Civil Service Commission and applauded the idea of proposing Vic Chevrette to fill the position temporarily. He stated his intent was to move beyond the bargaining unit if a viable candidate was not obtained from the next test.

Trustee Scott Martin withdrew the motion, Clerk Lovejoy Roe withdrew support for authorization to compensate Fire Chief Eric Copeland for assuming duties as Ypsilanti Township Fire Marshal budgeted in line item #206.206.000.705.002 for a period not longer than 6 (six) months while an examination process is conducted and succession plan approved.

Discussion followed on how to word the new motion.

Trustee Scott Martin stopped the motion and stated he was not comfortable with any of the language for the motion.

Nancy Wyrybkowski, Civil Service Commission Secretary reminded the Board to waive the request for the Board to approve the Civil Service recommendation to test for Fire Marshal to save time in scheduling the Fire Marshal test.

Clerk Lovejoy Roe clarified with Chief Copeland that he would be asking the Civil Service Commission two things at their meeting tomorrow. First he would be asking them to follow the process for Fire Marshal testing and would also request the Civil Service Commission to allow Vic Chevrette to serve as interim Fire Marshal.

Chief Copeland stated there would actually be a third request to the Civil Service Commission to approve subcontracting for a Fire Marshal until the test.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve waving the requirement to come back to the Board to go out for Fire Marshal testing after approved by Civil Service Commission, to authorize the Fire Chief to ask the Civil Service Commission for permission to hire a temporary part time person for Fire Marshal and also bring back wage issues for compensating the Fire Chief for Fire Marshal duties to the next board meeting. The motion carried unanimously.

7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 620 CALDER, 400 ELDER, 620 GILL, 1433 HARRY, 930 HUNTER, 1081 STUDEBAKER, 6321 ROSSBACK, 449 HAYES AND 992 HAWTHORNE IN THE AMOUNT OF \$45,000.00 BUDGETED IN LINE ITEM #101.950.000.801.023

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe for authorization to seek legal action, if necessary, to abate public nuisance for properties located at 620 Calder, 400 Elder, 620 Gill, 1433 Harry, 930 Hunter, 1081 Studebaker, 6321 Rossback, 449 Hayes and 992 Hawthorne in the amount of \$45,000.00 budgeted in line item #101.950.000.801.023. The motion carried unanimously.

8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE THE 2015 VEGETATION AND CLEAN UP ABATEMENT CONTRACT WITH LOOKING GOOD LAWNS, LLC FOR 2015 BUDGETED IN LINE ITEM #893.893.000.806.003

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the 2015 Vegetation and Clean Up Abatement Contract with Looking Good Lawns, LLC for 2015 budgeted in line item #893.893.000.806.003 (see attached).

Mike Radzik, OCS Director stated this was a one year renewal at the 2014 prices and Looking Good Lawns had given very good service last year and he was recommending to continue with them.

The motion carried unanimously.

9. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO REPLACE HONEYWELL ENERGY PROGRAM GUARANTEED SAVINGS WITH IN-HOUSE MONITORING PROGRAM

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to replace Honeywell Energy Program Guaranteed Savings with In-House Monitoring Program.

Supervisor Stumbo stated this program represented \$7,000 a year savings for the Township.

The motion carried unanimously.

# **OTHER BUSINESS**

1. REQUEST TO ADVERTISE AND SEEK BIDS FOR NEW ROOF ON LAW ENFORCEMENT CENTER AND TO BRING BACK FOR APPROVAL AT THE APRIL 21, 2015 BOARD MEETING

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to advertise and seek bids for new roof on Law Enforcement Center and to bring back for approval at the April 21, 2015 Board Meeting. The motion carried unanimously.

2. REQUEST FOR AUTHORIZATION FOR HUMAN RESOURCES REPRESENTATIVE, KAREN WALLIN, TO ENTER INTO A CONTRACT WITH ALEX MAMO TO FILL CHIEF BUILDING OFFICIAL POSITION AS OUTLINED IN COMPENSATION BENEFIT PACKAGE PROVIDED TO THE BOARD

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize Human Resources Representative to enter into a contract with Alex Mamo to fill Chief Building Official Position as outlined in the Compensation Benefit Package provided to the Board.

Karen Wallin stated she had just given Trustee Scott Martin a copy of the job description along with Mr. Mamo's application and resume. She reported he had received glowing recommendations.

Supervisor Stumbo stated this position was a replacement for Ron Fulton who retired December 31, 2014.

The motion carried unanimously.

# **ADJOURNMENT**

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

The meeting adjourned at approximately at 8:42 P.M.

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# AGREEMENT BETWEEN LOOKING GOOD LAWNS, LLC AND THE CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY, MICHIGAN FOR VEGETATION & CLEAN-UP ABATEMENT SERVICES

This Agreement is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Charter Township of Ypsilanti (Township), a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and Looking Good Lawns, LLC (Contractor), a Michigan corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48197.

#### 1. SCOPE OF WORK

The Township Office of Community Standards will issue written directions and locations for the mowing and cleanup of properties within the Township, in accordance with the Township Code of Ordinances Chapter 66, and pursuant to the General Conditions attached herein. Such properties will include privately owned property under code enforcement and publically owned vacant lots.

# 2. HOLD HARMLESS

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures including: all water mains, sewers, telephone lines, gas mains and any other underground services and structures along and near the work which may be affected by his operations and shall indemnify, defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages to any structure or injury to any individuals as a result of his operations. No tree or shrubbery of any kind shall be removed or destroyed by the Contractor without the consent of the Charter Township of Ypsilanti.

# 3. TERM OF AGREEMENT

The contract duration is for calendar year 2015 with no price adjustments for the term of the agreement. The Township is not obligated to negotiate a renewal and may seek new bid pricing.

## 4. COMPENSATION OF THE CONTRACTOR

The Contractor shall be paid on the basis of reasonable time spent and materials used for the 2015 mowing season, at the rates and prices specified in Exhibit A attached here and incorporated by reference. Payment will be made to the Contractor in a timely manner after Township's receipt of Contractor invoice.

## 5. INSURANCE-INDEMNIFICATION

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

- **1. Workers Compensation Insurance** in the form and amount required by Michigan law.
- **2. Commercial General Liability Insurance** on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- 3. Motor Vehicle Liability Insurance including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additionally, the Contractor shall, to the fullest extent permitted by law, defend and hold the Charter Township of Ypsilanti, its past, present and future elected officials, appointed commissions and boards, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

#### 6. WARRANTIES OF THE CONTRACTOR

The Contractor warrants that the quality of its services under this agreement shall conform to the level of professional quality performed by equivalent local contractors and lawn maintenance personnel. The contractor warrants that it has all skills, experience and local licenses necessary to perform the services it is to provide pursuant to this agreement.

#### 7. OBLIGATIONS OF THE TOWNSHIP

The Township shall notify the Contractor of any defects in the services of which the Contract Administrator has actual notice. Likewise the Township will give the Contractor at least five calendar days to satisfy any notified defects.

## 8. ASSIGNMENT

The Contractor shall not subcontract or assign any portion of the services without prior written consent from the Township Contract Administrator.

#### 9. NOTICE

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

# 10. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

## 11. CONFLICT OF INTEREST

Contractor certifies it has no financial interest in the services to be provided under this agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

#### 12. SEVERABILITY PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties and circumstances.

## 13. EXTENT OF AGREEMENT

This agreement, including the bid specifications, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering in to this agreement. This agreement may be altered, and amended or modified only by mutual agreement and written amendment signed by both the Contractor and the Township.

# 14. TERMINATION OF THE AGREEMENT

This agreement may also be terminated by either party upon thirty (30) days written notice.

This Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the bid documents. If the contract agreement is terminated for reasons other than breach of contract by the Contractor, the contractor shall be compensated for the services provided prior to the date of the notice of termination.

LOOKING GOOD LAWNS, LLC

By: *≥* 

**CHARTER TOWNSHIP OF YPSILANTI** 

By: Drenda S. Ottimbo Brenda L. Stumbo, Supervisor

Date: March 18, 2015

Date: Warch 18, 2015

# CHARTER TOWNSHIP OF YPSILANTI 2015 VEGETATION & CLEAN-UP ABATEMENT PROGRAM

#### **GENERAL CONDITIONS**

#### **SPECIFICATIONS**

- **A.** The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution and completion of the work.
- **B.** Under the direction of the Office of Community Standards, the "Vegetation & Clean Up Program" shall include:
  - 1. Mowing and/or vegetation abatement of vacant properties
  - 2. Cleanup of vacant properties
  - 3. Hauling of trash and cuttings to an approved disposal site
- C. The Office of Community Standards will submit an authorization via email to the Contractor which shall include the address or parcel identification number of the parcel to be mowed or cleaned, and a description of the work authorized to be performed, and a work order billing code.
- D. The standards/fee schedule applicable for authorization of work is detailed in Exhibit A attached here. An "improved lot" is a lot upon which a house, commercial building, or other substantial structure is situated. An "unimproved lot" is a lot upon which no substantial structure or building is situated. A "margin only" is the public right-of-way area between the curb (or curb line) and the sidewalk (or sidewalk line). A "premium surcharge" fee applies when the grass or other vegetation to be abated substantially exceeds 10 inches in height as determined by the Office of Community Standards. Common debris and litter shall be picked up and bagged prior to mowing in order to prevent shredding and blowing of such debris. Collection of up to one (1) 13-gallon bag of debris is included for each mowing job.
- **E.** No "show up fees" will be authorized or paid if the property has been brought into compliance with law by some other means prior to the contractor arriving at the property after work has been authorized.

- **F.** All work shall be completed within 3 working days after the date of notification to commence work. For purposes of this contract, Saturday is considered a working day. Inclement weather, including but not limited to excessive heat and rain, may be taken into consideration to reasonably extend the deadline for timely completion of work.
- G. After work is completed, the Contractor shall submit a detailed invoice to the Office of Community Standards pursuant to an invoice schedule agreeable to both parties. The invoice shall include detailed billing for each individual work order including the street address or parcel ID number and the billing code submitted with each work order. The Office of Community Standards will inspect completed work and authorize payment on all jobs.

# GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

The Contractor shall furnish suitable vehicles, equipment, tools and labor to perform the work to be done. The Contractor shall also provide a valid email address to the Township that can be relied upon to transmit and receive work orders. Work orders will be submitted to the Contractor via email and an email reply from the Contractor acknowledging receipt of each work order is required.

# <u>PERMITS</u>

The Contractor shall, at all times, observe and comply with, and shall cause all of his agents and employees to observe and comply with, all existing and future laws and ordinances.

# **PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising from its fulfillment of this contract. He/she shall, without delay, make good any such damages, injury or loss, and shall defend and save the Charter Township of Ypsilanti from all such damages or injuries occurring because of his/her work. He/she shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, watchmen and other facilities for protection required by the public authority or by local conditions, all at no additional cost to the Owner. In an emergency affecting the

safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

#### MAINTENANCE OF SERVICE

Drainage through existing sewers and drains shall be maintained at all times and all nearby gutters shall be kept open for drainage.

#### STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the work shall, at all times, be so disposed as not to interfere with work being executed by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not hinder any more than may be necessary for the ordinary traffic of the street.

#### **MINIMUM WAGE**

All employees involved with this contract must be paid in accordance with the Charter Township of Ypsilanti Code of Ordinances Sec. 2-201, "Living Wage". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's Office by calling (734) 484-4700 or on the Internet at www.ytown.org.

# **INSURANCE**

The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.

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

a. Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$ 1,000,000.00 minimum each accident.

- b. Broad Form Comprehensive General Liability Insurance with a combined single limits of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.
- c. Township's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide property damage per occurrence. "The Charter Township of Ypsilanti and its past, present, and future elected Officials, appointed commissions and boards, agents and employees" shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
- d. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$ 1,000,000.00 each accident for bodily injury and property damage.
- e. An umbrella policy may be used to meet some of the above requirements.
- f. All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- g. If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.
- h. All Certificates of Insurance are subject to the final approval of the Ypsilanti Township attorney.

(End of General Conditions)

# CHARTER TOWNSHIP OF YPSILANTI 2015 VEGETATION & CLEAN UP ABATEMENT PROGRAM

# **EXHIBIT A**

Company Name: Looking Good Lawns, LLC

Contact Person: David Dillion

| Vegetation Abatement Fee Schedule                  |         |
|--|---------|
| Improved lots <6000 sqft                           | \$35.00 |
| Premium surcharge over 10-inches                   | \$43.00 |
| Improved lots >6000 sqft                           | \$43.00 |
| Premium surcharge over 10-inches                   | \$50.00 |
| Improved Lots >12,000 sqft                         | \$50.00 |
| Premium surcharge over 10-inches                   | \$58.00 |
| Unimproved Lots <6000 sqft                         | \$47.00 |
| Premium surcharge over 10-inches                   | \$58.00 |
| Unimproved lots >6000 sqft                         | \$57.00 |
| Premium surcharge over 10-inches                   | \$68.00 |
| Unimproved lots >12,000 sqft                       | \$68.00 |
| Premium surcharge over 10-inches                   | \$78.00 |
| Margin only (ROW)                                  | \$30.00 |
| Premium surcharge over 10-inches                   | \$40.00 |
| Pick up and disposal of excess trash (13gal trash) | \$4.50  |
| Speical order trash clean up and removal           |         |
| 0.00 - 0.25 cubic yards                            | \$7.00  |
| 0.25 - 0.50 cubic yards                            | \$9.00  |
| 0.50 - 0.75 cubic yards                            | \$12.00 |
| 0.75 - 1.0 cubic yards                             | \$15.00 |
| Additional quanities per 0.50 cubic yards          | \$7.00  |

Supervisor **BRENDA L. STUMBO** Clerk.

**KAREN LOVEJOY ROE** 

Treasurer

LARRY J. DOE Trustees

JEAN HALL CURRIE STAN ELDRIDGE **MIKE MARTIN SCOTT MARTIN** 



Charter Township of Ypsilanti

**Accounting** Department

7200 S. Huron River Drive Ypsilanti, Ml 48197 Phone: (734) 48-3702 Fax: (734) 484-5154

# STATEMENTS AND CHECKS

APRIL 7, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$ 973,248.61

HAND CHECKS -

\$ 448,579.15

**GRAND TOTAL -**

\$ 1,421,827.76

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DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/2

CHECK NUMBERS 167957 - 168054

| DD, Iporraine            | - Inp    |                           |                        | , (                                  |                    |
|--------------------------|----------|---------------------------|------------------------|--------------------------------------|--------------------|
| Check Date               | Bank     | Check                     | Vendor                 | Vendor Name                          | Checks Amount      |
| D 1- AD AD               | •        |                           |                        |                                      |                    |
| Bank AP AP               |          |                           |                        |                                      |                    |
|                          |          |                           |                        |                                      |                    |
| 03/10/2015               | AP       | 167957                    | 6215                   | UNITED STATES POSTMASTER             | 5,417.29           |
| 03/11/2015               | AP       | 167958                    | 0363                   | COMCAST CABLE                        | 102.35             |
| 03/11/2015               | AP       | 167959                    | 0363                   | COMCAST CABLE                        | 92.85              |
| 03/11/2015               | AP       | 167960                    | 0363                   | COMCAST CABLE                        | 102.85<br>102.85   |
| 03/11/2015               | AP       | 167961<br>167962          | 0363<br>0363           | COMCAST CABLE<br>COMCAST CABLE       | 204.34             |
| 03/11/2015<br>03/11/2015 | AP<br>AP | 167963                    | 1475                   | VERIZON WIRELESS                     | 81.41              |
| 03/11/2015               | AP       | 167964                    | 16404                  | WELLS FARGO FINANCIAL LEASING        | 1,430.01           |
| 03/11/2015               | AP       | 167965                    | 0480                   | YPSILANTI COMMUNITY                  | 139.76             |
| 03/13/2015               | AP       | 167966                    | 0634                   | SAM'S CLUB DIRECT                    | 91.24 V            |
| 03/13/2015               | AP       | 167967                    | 0634                   | SAM'S CLUB DIRECT                    | 96.72              |
| 03/16/2015               | AP       | 167968                    | 6821                   | AT & T                               | 2,984.96           |
| 03/16/2015               | AP       | 167969                    | 0363                   | COMCAST CABLE                        | 93.89              |
| 03/16/2015               | AP       | 167970                    | 0363                   | COMCAST CABLE                        | 264.35             |
| 03/16/2015               | AP       | 167971                    | 0118                   | DTE ENERGY                           | 2,193.41           |
| 03/16/2015               | AP       | 167972                    | 1475                   | VERIZON WIRELESS                     | 1,162.61           |
| 03/16/2015               | AP       | 167973                    | 1475                   | VERIZON WIRELESS                     | 1,638.09           |
| 03/16/2015               | AP       | 167974                    | VSP                    | VISION SERVICE PLAN                  | 2,397.60<br>772.28 |
| 03/16/2015               | AP       | 167975                    | 15934<br>15934         | WASTE MANAGEMENT<br>WASTE MANAGEMENT | 222.19             |
| 03/16/2015<br>03/16/2015 | AP<br>AP | 167976<br>167977          | 15934                  | WASTE MANAGEMENT                     | 100.00             |
| 03/16/2015               | AP       | 167978                    | 15934                  | WASTE MANAGEMENT                     | 28,033.25          |
| 03/16/2015               | AP       | 167979                    | 15934                  | WASTE MANAGEMENT                     | 1,526.19           |
| 03/16/2015               | AP       | 167980                    | 15934                  | WASTE MANAGEMENT                     | 30,702.26          |
| 03/16/2015               | AP       | 167981                    | 15934                  | WASTE MANAGEMENT                     | 96,283.46          |
| 03/16/2015               | AP       | 167982                    | 15934                  | WASTE MANAGEMENT                     | 775.00             |
| 03/17/2015               | AP       | 167983                    | 0363                   | COMCAST CABLE                        | 172.35             |
| 03/17/2015               | AP       | 167984                    | 0363                   | COMCAST CABLE                        | 172.35             |
| 03/17/2015               | AP       | 167985                    | 0363                   | COMCAST CABLE                        | 172.35             |
| 03/17/2015               | AP       | 167986                    | 0363                   | COMCAST CABLE                        | 159.85             |
| 03/17/2015               | AP       | 167987                    | 0363                   | COMCAST CABLE                        | 169.35             |
| 03/17/2015               | AP       | 167988                    | 0363<br>0363           | COMCAST CABLE                        | . 168.85<br>174.85 |
| 03/17/2015<br>03/17/2015 | AP<br>AP | 167989<br>167990          | 0363                   | COMCAST CABLE<br>COMCAST CABLE       | 168.85             |
| 03/17/2015               | AP       | 167991                    | 0363                   | COMCAST CABLE                        | 168.85             |
| 03/19/2015               | AP       | 167992                    | 0363                   | COMCAST CABLE                        | 295.20             |
| 03/18/2015               | AP       | 167993                    | 15034                  | FONDRIEST ENVIRONMENTAL, INC         | 1,635.53           |
| 03/18/2015               | AP       | 167994                    | 0426                   | GUARDIAN ALARM                       | 570.19             |
| 03/18/2015               | AP       | 167995                    | 16486                  | PAETEC                               | 497.36             |
| 03/18/2015               | AP       | 167996                    | 15421                  | WEX BANK                             | 1,344.05           |
| 03/19/2015               | AP       | 167997                    | 0363                   | COMCAST CABLE                        | 881.75             |
| 03/19/2015               | AP       | 167998                    | 0363                   | COMCAST CABLE                        | 866.75             |
| 03/19/2015               | AP       | 167999                    | 0363                   | COMCAST CABLE                        | 881.75             |
| 03/19/2015               | AP       | 168000                    | 0363                   | COMCAST CABLE                        | 866.75             |
| 03/19/2015               | AP       | 168001<br>168002          | 0363                   | COMCAST CABLE<br>COMCAST CABLE       | 866.75<br>881.75   |
| 03/19/2015<br>03/19/2015 | AP<br>AP | 168002                    | 0363<br>0363           | COMCAST CABLE                        | 881.75             |
| 03/19/2015               | AP       | 168004                    | A. SMITH               | AARON SMITH                          | 14.00              |
| 03/19/2015               | AP       | 168005                    | A. GRIGG               | ARTHUR GRIGG                         | 14.00              |
| 03/19/2015               | AP       | 168006                    | D. RIGGS               | DIANA RIGGS                          | 14.00              |
| 03/19/2015               | AP       | 168007                    | F. DORROUG             | FELICIA DORROUGH                     | 14.00              |
| 03/19/2015               | AP       | 168008                    | GLUESCHEN              | GERHARD LUESCHEN                     | 14.00              |
| 03/19/2015               | AP       | 168009                    | J. BABER               | JAMES BABER                          | 14.00              |
| 03/19/2015               | AP       | 168010                    | J. RHODES              | JAMIE RHODES                         | 14.00              |
| 03/19/2015               | AP       | 168011                    | J. HAMPTON             | JANET HAMPTON                        | 14.00              |
| 03/19/2015               | AP       | 168012                    | J. HATFIEL             | JEREME HATFIELD                      | 14.00              |
| 03/19/2015               | AP       | 168013                    | J. JOHNSON             | JERRY JOHNSON                        | 14.00              |
| 03/19/2015               | AP       | 168014                    | J. MICHAEL             | JOHN MICHAEL                         | 14.00<br>14.00     |
| 03/19/2015<br>03/19/2015 | AP<br>AP | 168 <b>0</b> 15<br>168016 | J. YULE<br>K. KRAUSE   | JUDY YULE<br>KARL KRAUSE             | 14.00              |
| 03/19/2015               | AP<br>AP | 168017                    | K. GLEASON             | KATHLEEN GLEASON                     | 14.00              |
| 03/19/2015               | AP       | 168017                    | K. BOYETTE             | KELLY BOYETTE                        | 14.00              |
| 03/19/2015               | AP       | 168019                    | 12783                  | KENNETH NEY                          | 14.00              |
| 03/19/2015               | AP       | 168020                    | K.WATSON               | KENNETH WATSON                       | 14.00              |
| 03/19/2015               | AP       | 168021                    | L. TUCKER              | LAURA TUCKER                         | 14.00              |
| 03/19/2015               | AP       | 168022                    | L. CROUSE              | LISA CROUSE                          | 14.00              |
| 03/19/2015               | AP       | 168023                    | M. STEVENS             | MARGARET STEVENSON                   | 14.00              |
| 03/19/2015               | AΡ       | 168024                    | M. BRASHEA             | MARILYN BRASHEAR                     | 14.00              |
| 03/19/2015               | AP       | 168025                    | M. LAYHER              | MICHAEL LAYHER                       | 14.00              |
| 03/19/2015               | AP       | 168026                    | R, OGBURN              | RUBYE OGBURN                         | 14.00              |
| 03/19/2015               | AP       | 168027                    | S, MALONE              | SANDRA MALONE                        | 14.00              |
| 03/19/2015               | AP       | 168028                    | S. WROBLEW             | SARAH WROBLEWSKI                     | 14.00              |
| 03/19/2015               | AP       | 168029                    | S. OPFERMA             | SCOTT OPFERMANN                      | 14.00              |
| 03/19/2015<br>03/19/2015 | AP<br>AP | 168030<br>168031          | S. CRUMP<br>T. KOEHLER | SHERWOOD CRUMP<br>TANYA KOEHLER      | 14.00<br>14.00     |
| 03/19/2015               | AP<br>AP | 168031                    | T. NEWSOME             | TANIA KOEHLEK<br>TENNILLE NEWSOME    | 14.00              |
| 03/19/2015               | AP       | 168033                    | T. HILVERS             | TIMOTHY HILVERS                      | 14.00              |
| 03/19/2015               | AP       | 168034                    | T. WELLS               | TRISHA WELLS                         | 14.00              |
| 55/17/2013               | ric      | 100014                    | r t iiinna             | ARTOIRI MEMEO                        | 11,00              |

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Total of 97 Disbursements:

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CHECK NUMBERS 167957 - 168054

| Check Date          | Bank    | Check  | Vendor     | Vendor Name                    | Amount     |
|---------------------|---------|--------|------------|--------------------------------|------------|
| 03/19/2015          | AP      | 168035 | V. CHIMIEL | VINCENT CHIMIELEWSKI           | 14.00      |
| 03/19/2015          | AP      | 168036 | V. GIORDAN | VINZENZO GIORDANO              | 14.00      |
| 03/25/2015          | AP      | 168037 | 16509      | CLEAR RATE COMMUNICATIONS, INC | 1,088.59   |
| 03/25/2015          | AP      | 168038 | COMCAST B  | COMCAST BUSINESS               | 825.00     |
| 03/25/2015          | AP      | 168039 | 0363       | COMCAST CABLE                  | 92.85      |
| 03/25/2015          | AP      | 168040 | 0363       | COMCAST CABLE                  | 214.90     |
| 03/25/2015          | AP      | 168041 | 0363       | COMCAST CABLE                  | 881.75     |
| 03/25/2015          | AP      | 168042 | 0363       | COMCAST CABLE                  | 397.20     |
| 03/25/2015          | AP      | 168043 | 0363       | COMCAST CABLE                  | 232.85     |
| 03/25/2015          | AP      | 168044 | 0363       | COMCAST CABLE                  | 159.85     |
| 03/25/2015          | AP      | 168045 | 0363       | COMCAST CABLE                  | 159.85     |
| 03/25/2015          | AP      | 168046 | 0363       | COMCAST CABLE                  | 132,85     |
| 03/25/2015          | AP      | 168047 | 0363       | COMCAST CABLE                  | 162.85     |
| 03/25/2015          | AP      | 168048 | 0480       | YPSILANTI COMMUNITY            | 50.70      |
| 03/27/2015          | AP      | 168049 | 5049       | BLUE CROSS BLUE SHIELD OF MI   | 129,828.08 |
| 03/27/2015          | AP      | 168050 | BCBS       | BLUE CROSS BLUE SHIELD OF MI   | 34,120.09  |
| 03/27/2015          | AP      | 168051 | 0363       | COMCAST CABLE                  | 145.59     |
| 03/27/2015          | AP      | 168052 | 2002       | DELTA DENTAL PLAN OF MICHIGAN  | 13,456.35  |
| 03/27/2015          | AP      | 168053 | 0119       | DTE ENERGY**                   | 74,294.04  |
| 03/27/2015          | AP      | 168054 | 6263       | STANDARD INSURANCE COMPANY     | 2,956.56   |
| AP TOTALS:          |         |        |            | -                              |            |
| Total of 98 (       | Checks: |        |            |                                | 448,670.39 |
| Less 1 Void Checks: |         |        |            | 91.24                          |            |

448,579.15

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CHECK NUMBERS 168055 - 168174

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|--------------------------|----------|------------------|-------------------------|---|--------------------|--|
| Check Date               | Bank     | Check            | Vendor                  | Vendor Name A/P Checks  | Amount             |  |
| Bank AP AP               |          |                  |                         | 1   |                    |  |
| 04/07/2015               | AP       | 168055           | 6570                    | 21ST CENTURY MEDIA  | 555.60             |  |
| 04/07/2015               | AP       | 168056           | 2937                    | A & R TOTAL CONSTRUCTION, INC.                                | 661.68             |  |
| 04/07/2015               | AP       | 168057           | 15991                   | ADVANTAGE MARKETING SOLUTIONS                                 | 9,104.80           |  |
| 04/07/2015               | AP       | 168058           | 6514                    | ALL PRO EXERCISE  | 625.00             |  |
| 04/07/2015               | AP       | 168059           | 15184<br>0017           | AMERIGAS - YPSILANTI  | 222.25<br>516.52   |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168060<br>168061 | 0017                    | ANN ARBOR CLEANING SUPPLY ANN ARBOR WELDING SUPPLY CO         | 164.64             |  |
| 04/07/2015               | AP       | 168062           | 1990                    | ANNETTE GONTARSKI   | 8.54               |  |
| 04/07/2015               | AP       | 168063           | A. MCMILL               | ANTONIA MCMILLIAN   | 100.00             |  |
| 04/07/2015               | AΡ       | 168064           | ARBOR PREP              | ARBOR PREP ATHLETIC BOOSTER CLUB                              | 1,050.00           |  |
| 04/07/2015               | AP       | 168065           | 0215                    | AUTO VALUE YPSILANTI  | 805.76             |  |
| 04/07/2015               | AP       | 168066           | 0667                    | AUTOMATED BUSINESS MACHINES                                   | 193.00<br>396.00   |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168067<br>168068 | 6397<br>6959            | BARR ENGINEERING COMPANY BUTZEL LONG                          | 1,133.40           |  |
| 04/07/2015               | AP       | 168069           | CARDNO ATC              | CARDNO ATC  | 1,840.00           |  |
| 04/07/2015               | AΡ       | 168070           | 5842                    | CHARLES WILSON  | 126.00             |  |
| 04/07/2015               | AP       | 168071           | 0870                    | CHARTER TOWNSHIP OF SUPERIOR                                  | 120.57             |  |
| 04/07/2015               | AΡ       | 168072           | 16284                   | CHARTER TOWNSHIP OF YPSILANTI                                 | 300,000.00         |  |
| 04/07/2015               | AP       | 168073<br>168074 | CL                      | CHELSEA LUMBER CINCINNATI TIME SYSTEMS                        | 25.73<br>746.35    |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168075           | 2276<br>1312            | COMPLETE BATTERY SOURCE                                       | 617.81             |  |
| 04/07/2015               | AP       | 168076           | 0582                    | CONGDON'S   | 217.91             |  |
| 04/07/2015               | AP       | 168077           | CRAFTWORX               | CRAFTWORX, LLC  | 300.00             |  |
| 04/07/2015               | AP       | 168078           | D.R. TRAIL              | D.R. TRAILER SALES  | 6,299.00           |  |
| 04/07/2015               | AP       | 168079           | 6819                    | DUNHAM'S SPORTING GOODS                                       | 100.00             |  |
| 04/07/2015               | AP       | 168080           | 15987                   | EDGAR RAINEY  | 114.00<br>1,438.00 |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168081<br>168082 | ENCORE DCS<br>FIRESTONE | ENCORE DCS, INC FIRESTONE COMPLETE AUTO CARE                  | 390.60             |  |
| 04/07/2015               | AP       | 168083           | 4863                    | FRED PRYOR SEMINARS   | 149.00             |  |
| 04/07/2015               | AP       | 168084           | 15897                   | GARY STAFFORD   | 63.00              |  |
| 04/07/2015               | AP       | 168085           | 1233                    | GORDON FOOD SERVICE INC.                                      | 131.41             |  |
| 04/07/2015               | AP       | 168086           | 6161                    | GOVERNMENTAL CONSULTANT                                       | 2,850.00           |  |
| 04/07/2015               | AΡ       | 168087           | 0107<br>G.CRUMP         | GRAINGER<br>GREGORY CRUMP                                     | 46.64<br>96.00     |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168088<br>168089 | 6414                    | GRIFFIN PEST SOLUTIONS  | 90.00              |  |
| 04/07/2015               | AP       | 168090           | 0503                    | HOME DEPOT  | 679.13             |  |
| 04/07/2015               | AP       | 168091           | 0473                    | HURON RIVER WATERSHED COUNCIL                                 | 7,556.67           |  |
| 04/07/2015               | AP       | 168092           | 15167                   | HURON VALLEY CABLING  | 296.30             |  |
| 04/07/2015               | AP       | 2.000            | 5641                    | INTERNATIONAL CODE COUNCIL*                                   | 125.00             |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168094<br>168095 | J&J DIGIT<br>JACKSON TR | J & J DIGITAL SOLUTIONS JACKSON TRUCK SERVICE, INC            | 50.33<br>2,111.68  |  |
| 04/07/2015               | AP       | 168096           | J. FOSTER               | JOEL FOSTER   | 87.00              |  |
| 04/07/2015               | AP       | 168097           | 16408                   | JTW PIPES LLC   | 630.00             |  |
| 04/07/2015               | AP       | 168098           | 6357                    | JUMP-A-RAMA   | 635.60             |  |
| 04/07/2015               | AP       | 168099           | J, BLAIR                | JUSTIN BLAIR  | 101.65             |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168100<br>168101 | 6280<br>15843           | KAREN LOVEJOY ROE<br>KATRINA BREWER                           | 32.98<br>100.00    |  |
| 04/07/2015               | AP       | 168102           | KBK                     | KBK LANDSCAPING, INC  | 6,500.00           |  |
| 04/07/2015               | AP       | 168103           | KJACKSON                | KEIRRA JACKSON  | 100.00             |  |
| 04/07/2015               | AP       | 168104           | K. WHITE                | KEVIN L. WHITE  | 45.00              |  |
| 04/07/2015               | AP       | 168105           | LLS                     | LANGUAGE LINE SERVICES  | 40.44              |  |
| 04/07/2015               | AP       | 168106           | L. PICKEL<br>16137      | LARRY PICKEL<br>LISA GARRETT                                  | 885.00<br>202.40   |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168107<br>168108 | 6467                    | LOWE'S  | 92.15              |  |
| 04/07/2015               | AP       | 168109           | 6507                    | LOWER HURON SUPPLY  | 33.00              |  |
| 04/07/2015               | AP       | 168110           | 6185                    | LUBRICATION ENGINEERS   | 857.11             |  |
| 04/07/2015               | AP       | 168111           | 0236                    | MADCPO  | 125.00             |  |
| 04/07/2015               | AP       | 168112           | MCRAIG                  | MARIE CRAIG & MICHELE DELAFUENTE                              | 8,295.00<br>30.00  |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168113<br>168114 | M. PEARCE<br>0158       | MARILYN PEARCE<br>MARK HAMILTON                               | 1,500.00           |  |
| 04/07/2015               | AP       | 168115           | 15834                   | MARY MULLINS  | 100.00             |  |
| 04/07/2015               | AP       | 168116           | 0253                    | MCLAIN AND WINTERS  | 9,775.00           |  |
| 04/07/2015               | AP       | 168117           | 15143                   | MICHAEL GATTI   | 500.00             |  |
| 04/07/2015               | AP       | 168118           | 1485                    | MICHIGAN CAT  | 569.53<br>145.00   |  |
| 04/07/2015               | AP       | 168119<br>168120 | 11276<br>16461          | MICHIGAN DEPT. OF AGRICULTURE<br>MICHIGAN LINEN SERVICE, INC. | 1,522.58           |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168121           | 0153                    | MIRACLE RECREATION EQUIPMENT CO.                              | 448.00             |  |
| 04/07/2015               | AP       | 168122           | 16407                   | MLIVE MEDIA GROUP   | 886.00             |  |
| 04/07/2015               | AP       | 168123           | 0297                    | MUNICIPAL CODE CORPORATION                                    | 757.53             |  |
| 04/07/2015               | AP       | 168124           | 2986                    | NAPA AUTO PARTS*  | 268.70             |  |
| 04/07/2015               | AP       | 168125           | 6278                    | OBRYAN'S LOCK & KEY*  | 720.00<br>1,144.40 |  |
| 04/07/2015               | AP<br>AD | 168126<br>168127 | 2997<br>6893            | OFFICE EXPRESS OFFICE MAX* #434705                            | 30.00              |  |
| 04/07/2015<br>04/07/2015 | AP<br>AP | 168128           | 1081                    | OKINAWAN KARATE CLUB  | 638.40             |  |
| 04/07/2015               | AP       | 168129           | 0309                    | ORCHARD, HILTZ & MCCLIMENT INC                                | 770.90             |  |
| 04/07/2015               | AP       | 168130           | PAPA'S                  | PAPA'S REFRIGERATION SERVICE CO.                              | 511.00             |  |
| 04/07/2015               | AP       | 168131           | PEPSI                   | PEPSI BEVERAGES COMPANY                                       | 391.92<br>1,750.00 |  |
| 04/07/2015               | AP       | 168132           | P. POWER                | PETER POWER   | 1,750.00           |  |

03/30/2015 01:27 PM

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2

User: mharris CHECK NUMBERS 168055 - 168174 DB: Ypsilanti-Twp

| Check Date    | Bank    | Check  | Vendor     | Vendor Name                       | Amount     |
|---------------|---------|--------|------------|-----------------------------------|------------|
| 04/07/2015    | AP      | 168133 | 2966       | PITNEY BOWES                      | 1,482.39   |
| 04/07/2015    | AP      | 168134 | 0722       | PRINTING SYSTEMS                  | 248.29     |
| 04/07/2015    | AP      | 168135 | PZARKA     | PZARKA ENTERPRISES INC            | 20.00      |
| 04/07/2015    | AP      | 168136 | 6045       | Q.P.S PRINTING                    | 137.32     |
| 04/07/2015    | AP      | 168137 | R, WILKIE  | RICHARD WILKIE                    | 100.00     |
| 04/07/2015    | AP      | 168138 | 15386      | RICOH USA, INC.                   | 109.18     |
| 04/07/2015    | AP      | 168139 | 6308       | RKA PETROLEUM                     | 1,257.35   |
| 04/07/2015    | AP      | 168140 | 0634       | SAM'S CLUB DIRECT                 | 207.50     |
| 04/07/2015    | AP      | 168141 | S. PITMAN  | SHANNON PITMAN                    | 100.00     |
| 04/07/2015    | AP      | 168142 | 0383       | SHERWIN WILLIAMS COMPANY          | 156.90     |
| 04/07/2015    | AP      | 168143 | 0387       | SOCIETY FOR HUMAN RESOURCES       | 190.00     |
| 04/07/2015    | AP      | 168144 | 15751      | SOUTHERN COMPUTER WAREHOUSE       | 1,608.12   |
| 04/07/2015    | AP      | 168145 | SPARKS     | SPARKS SERVICES                   | 423.00     |
| 04/07/2015    | AP      | 168146 | 1507       | SPARTAN DISTRIBUTORS              | 1,021.19   |
| 04/07/2015    | AP      | 168147 | 1330       | STADIUM TROPHY                    | 297.70     |
| 04/07/2015    | AP      | 160140 | STANTEC    | STANTEC                           | 18,452.65  |
| 04/07/2015    | AP      | 168149 | 6384       | STAPLES* - ACCOUNT #1026071       | 939.25     |
| 04/07/2015    | AP      | 168150 | 6442       | STATE OF MICHIGAN                 | 200.00     |
| 04/07/2015    | AP      | 168151 | 6938       | STATE OF MICHIGAN                 | 841.51     |
| 04/07/2015    | AP      | 168152 | T. RICHMON | TENA RICHMOND                     | 28,450,00  |
| 04/07/2015    | AP      | 168152 | T. SCHOOL  | TIFFANY SCHOOLER                  | 100.00     |
| 04/07/2015    | AP      | 168154 | 15941      | TODD BARBER                       | 975.00     |
| 04/07/2015    | AP      | 168155 | 6376       | TRACTOR SUPPLY COMPANY            | 1,139.90   |
| 04/07/2015    | AP      | 168156 | T. ERBY    | TRAVIS ERBY                       | 196.00     |
| 04/07/2015    | AP      | 168157 | 4779       | U.S. BANK, N.A.                   | 34,040.00  |
| 04/07/2015    | AP      | 168150 | 3082       | UNIVERSITY TRANSLATORS            | 140.00     |
| 04/07/2015    |         | 168159 | 0497       |                                   | 40.00      |
| 04/07/2015    | AP      |        | 6627       | VAN BUREN STEEL & FABRICATING     | 41.10      |
|               | AP      | 168160 |            | VICTORY LANE                      | 491.50     |
| 04/07/2015    | AP      | 168161 | 16302      | W.J. O'NEIL COMPANY               |            |
| 04/07/2015    | AP      | 168162 | 2961       | WAMAA                             | 600,00     |
| 04/07/2015    | AP      | 168163 | 15249      | WASHTENAW COUNTY SHERIFF'S OFFICE | 433.00     |
| 04/07/2015    | AP      | 168164 | 0444       | WASHTENAW COUNTY TREASURER#       | 33,049.50  |
| 04/07/2015    | AP      | 168165 | 0444       | WASHTENAW COUNTY TREASURER#       | 452,541.25 |
| 04/07/2015    | AP      | 168166 | 0444       | WASHTENAW COUNTY TREASURER#       | 86.35      |
| 04/07/2015    | AP      | 168167 | 6319       | WASHTENAW COUNTY TRIAL COURT      | 250.00     |
| 04/07/2015    | AP      | 168168 | W. SWEENEY | WILLIAM SWEENEY                   | 150.00     |
| 04/07/2015    | AP      | 168169 | 7054       | YCUA                              | 1,319.07   |
| 04/07/2015    | AP      | 168170 | 16211      | YPSI-ARBOR CARPET & FLOORING      | 5,707,30   |
| 04/07/2015    | AΡ      | 168171 | 0480       | YPSILANTI COMMUNITY               | 1,750.93   |
| 04/07/2015    | AP      | 160172 | 6417       | YPSILANTI TOWNSHIP PETTY CASH     | 244.55     |
| 04/07/2015    | AP      | 160173 | 6417       | YPSILANTI TOWNSHIP PETTY CASH     | 200.00     |
| 04/07/2015    | AP      | 168174 | 0494       | ZEE MEDICAL SERVICE COMPANY       | 91.04      |
| AP TOTALS:    |         |        |            |                                   |            |
| Total of 120  | Checks: |        |            |                                   | 973,248.61 |
| Less 0 Void ( |         |        |            |                                   | 0.00       |

973,248.61

Less 0 Void Checks: Total of 120 Disbursements:

# ATTORNEY REPORT

# **GENERAL LEGAL UPDATE**

# **OLD BUSINESS**





Office (734) 544-4225 Fire Chief (734) 544-4110 Fire Marshal (734) 544-4107 Fax (734) 544-4195

FIRE DEPARTMENT 222 SOUTH FORD BOULEYARD YPSILANTI, MICHIGAN 48198-6067

# **MEMORANDUM**

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: March 2, 2015

Subject: Authorization to approve the 2015 / 2016 Fire Dispatching Service contract with Emergent

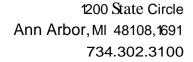
Health Partners, Inc. (former Huron Valley Ambulance, Inc.) for the initial period of July 1, 2015 tluough June 30, 2016 in the total amount of \$71, 473.80, the monthly fee is \$5,956.15. The second period, July 1, 2016 through June 30, 2017 in the total amount of \$72,887.85, the monthly fee is \$6,073.99 fees are budgeted in line 206-206.000-857.001

COMMUNICATIONS.

Attached is Emergent Health Partners, Inc. agreement for Fire Dispatching Services to the Charter Township of Ypsilanti covering a two year period beginning July 1, 2015 and ending June 30, 2017.

- The initial period of July 1,2015 tluough June 30, 2016, the monthly fee is \$5,956.15 for a total fee of \$71,473.80 for this period.
- The second period, July 1,2016 through June 30, 2017, the monthly fee is \$6,073.99 for a total fee of \$72,887.85 for this period.

The annual costs for Fire Dispatching are budgeted in the 2015 FIRE FUND line-item 206-206.000-857.001 COMMUNICATIONS. The increased fees are caused by an increase in annual calls, 4076 call average for the 2013/2014 period increasing to 4316 call average for the 2015/2016 agreement period. Attached is a memorandum with the formula for determining the cost per alarm for years 2015 and 2016.





#### **MEMORANDUM**

Date: February 28, 2015

To: Chief Eric Copeland, Ypsilanti Township Fire Department

From: Kevin Irwin, Communications Manager

Re: Fire dispatching costs for 2016 and 2017

Under the last agreement, a formula was adopted which acknowledges a portion of the calls as common to both EMS and Fire alarm dispatch costs. The Adopted formula currently being used is as follows:

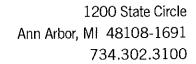
Cost per alarm = <u>Total Emergent Communications Budget</u> (Fire Calls -Shared %) + Fire Dispatches + EMS Volume

Your costs per alarm for FY 2016, for fire dispatching is \$16.68 per alarm. The calculated costs for fire dispatching for FY 2017, is 17:01 per alarm. Your volume may have gone up or down based on requests for your service or a change in the Category of calls you respond to.

I have listed your rates below that will start in July 1,2015 under Exhibit 3.2. If you have any questions, please feel free to contact me at 734-477-6440 or email me at kirwin@emergenthealth.org

#### Ex1Iibit 3.2

Initial period: July 1, 2015 through June 30, 2016; the monthly fee for Ypsilanti Township fire Department is \$5,956.15 for a total fee of \$71,473.80. For the second year of the contract; the monthly fee is \$6,073.99 for a total fee of \$72,887.85.





#### FIRE DISPATCHING SERVICE AGREEMENT

#### **BETWEEN**

#### EMERGENT HEALTH PARTNERS, INC.

#### AND

#### YPSILANTI CHARTER TOWNSHIP

This Fire Dispatching Service Agreement, effective the 1st day of July, 2015, between the YPSILANTI CHARTER TOWNSHIP, 222 S. Ford Blvd., Ypsilanti Ml 48198, a municipal corporation ("Township"), on behalf of the Ypsilanti Charter Township Fire Department ("Fire Department"), and EMERGENT HEALTH PARTNERS, INC., 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("EHP").

#### WITNESSETH:

Whereas, Township is contracting with EHP to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, EHP is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, Township and EHP mutually desire and agree that EHP shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

#### **SECTION 1**

# SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP

- 1.1 <u>General Statement</u>. EHP shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.
  - 1.2 <u>Dispatching and Communications Services ("Services")</u>.

- 1.2.1. <u>Services</u>. EHP shall provide the following services to the Fire Department:
- a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.
- b. Promptly notify the Fire Department of valid requests for Fire Department services ("Service Request") pursuant to guidelines, policies, procedures, and protocols established by EHP and approved by the Fire Department.
- c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.
- d. Cooperate fully with the Fire Department in any individual review of a Service Request.
- e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.
- f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by EHP, and to verify EHP's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to EHP pursuant to Section 3 of this Agreement.
- g. Neither EHP nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,
- 1.2.2. Exceptions to Services. EHP's obligations for Services pursuant to this Agreement are limited, however, by EHP's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that EHP and the Fire Department utilize communications systems that neither party owns or maintains. EHP shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.
- 1.3 <u>Telecommunications Equipment</u>. EHP agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that EHP owns and controls, EHP shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.
- 1.4 <u>Personnel</u>. EHP shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.
- 1.5 <u>Performance Standards</u>. EHP shall provide Services in good faith, in a timely manner, and accordance with industry standards.

- 1.6 <u>Compliance with Law, Rules, and Regulations</u>. In its performance of this Agreement, EHP shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.
- 1.7 <u>Non-Discrimination</u>. EHP will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of EHP's business).

#### **SECTION 2**

## SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE YPSILANTI CHARTER TOWNSHIP FIRE DEPARTMENT

- 2.1 <u>General Statement</u>. The Fire Department shall retain ultimate authority and control over its own governance and operations.
- 2.2 <u>Communications and Computer Equipment</u>. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.
- 2.3 <u>Specialized Communications and Computer Equipment</u>. It will be the responsibility of the Fire Department to provide to EHP any specialized communications or computer equipment, which is unique to its specific needs, and not used by EHP or the other fire departments that it provides Services for.
- 2.3 <u>Compliance with Laws, Rules and Regulations</u>. The Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

#### **SECTION 3**

#### PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

- 3.1 <u>Basic Provision</u>. In consideration of receiving Services, equipment and personnel provided by EHP to the Fire Department, the Township agrees to pay EHP monthly fee, which is recalculated annually. The fee, which is further described in **Appendix** "A", is determined by dividing EHP's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").
- 3.2 <u>Initial Fee</u>. For the initial period of July 1, 2015 through June 30, 2016, the monthly fee is \$5,956.15 for a total fee of \$71,473.80 for this period. The second period, July 1, 2016 through June 30, 2017, the monthly fee is \$6,073.99 for a total fee of \$72,887.85.

- 3.3 <u>Payment</u>. The Township shall pay EHP within sixty (60) days of receipt of invoice.
- 3.4 <u>Subsequent Bi-Annual Fees</u>. Each January, EHP will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1<sup>st</sup>. EHP shall notify the Township of the fee for the following period no later than February 28<sup>th</sup>.

#### **SECTION 4**

#### TERM AND TERMINATION

4.1 <u>Term</u>. This Agreement shall commence on July 1, 2015 and continue through June 30, 2017. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, EHP shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30<sup>th</sup>, under the prevailing current fee while the Township makes other arrangements for dispatching services.

- 4.2 <u>Termination</u>. This Agreement may be sooner terminated as set forth below.
- 4.2.1. <u>Termination During Annual Renewal</u>. The agreement may be terminated by either party in accordance with Section 4.1.
- 4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.
- 4.2.3. <u>Mutual Agreement</u>. This Agreement may be sooner terminated by mutual written agreement of the parties.
- 4.2.4. Loss or Reduction of Insurance Coverage. In the event either EHP or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30)

calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 <u>Post-Termination Obligations</u>. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

#### **SECTION 5**

#### **GENERAL PROVISIONS**

#### 5.1 Insurance.

#### 5.1.1. EHP.

- a. <u>Errors and Omissions Insurance</u>. EHP shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2, 000,000 aggregate, covering the activities of EHP, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.
- b. <u>Comprehensive General Liability Insurance</u>. EHP shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of EHP, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.
- 5.1.2. <u>Notice of Claim</u>. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.
- 5.2 <u>Independent Contractor Relationship</u>. It is expressly understood and agreed by the parties that EHP is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which EHP performs Services which are the subject matter of this Agreement;

provided always that the Services to be provided by EHP shall be provided in a manner consistent with the provisions of this Agreement.

- 5.3 <u>Compliance with Laws and Regulations</u>. EHP shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.
- 5.4 <u>Interpretation of Agreement</u>. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.
- 5.5 <u>Amendments</u>. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.
- 5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.
- 5.7 <u>Limited Enforcement</u>. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and EHP.
- 5.8 <u>No Assignment</u>. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

| IN WITNESS WHEREOF, the partiexecuted of the day of | ies hereto have caused this Agreement to be, 20: |
|---|--|
| YPSILANTI CHARTER TOWNSHIP<br>("TOWNSHIP")          | EMERGENT HEALTH PARTNERS INC. ("EHP")            |
| Ву:   | Ву:  |
| Its: Supervisor                                     | Its: President and CEO                           |
| Ву:   |  |
| Its: Clerk  |  |

#### **APPENDIX "A"**

EHP shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

EHP and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, EHP will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

EHP will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from EHP played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1<sup>st</sup>.

## **NEW BUSINESS**

#### CHARTER TOWNSHIP OF YPSILANTI 2015 BUDGET AMENDMENT #5

#### April 7, 2015

#### 101 - GENERAL OPERATIONS FUND

Total Increase \$808,891.40

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees). This is funded by an Appropriation of Prior Year Fund Balance.

 Revenues:
 Prior Year Fund Balance
 101-000-000-699.000
 \$2,977.00

 Net Revenues
 \$2,977.00

 Expenditures:
 Salaries Pay Out - PTO&SICKTIME
 101-253-000-708.004
 \$2,977.00

 101-301-000-708.004
 \$400.24

 Net Expenditures
 \$3,377.24

Increase budget for purchase of 4 ergonomic chairs for employees in the Assessing Department. This is funded by an Appropriation of Prior Year Fund Balance.

 Revenues:
 Prior Year Fund Balance
 101-000-000-699.000
 \$2,932.16

 Net Revenues
 \$2,932.16

 Expenditures:
 Equipment
 101-267-000-977-000
 \$2,932.16

 Net Expenditures
 \$2,932.16

Increase budget for reconstruction of Veterans Drive from the Library lot to officials parking. This improvement is necessary for the AAATA bus route that began in 2013. The work will be conducted by Anglin Civil, who was the low bidder for the project. This is funded by a \$622,982 Appropriation of Prior Year Fund Balance and a \$100,000 Transfer in of Funds from 14B District Court.

 
 Revenues:
 Prior Year Fund Balance Transfer IN from 14B District Court
 101-000-000-699.000 101-000-000-697.236 Net Revenues
 \$100,000.00 \$722,982.00

 Expenditures:
 Capital Outlay - Veterans Drive
 101-970-000-976.007 Net Expenditures
 \$722,982.00 \$722,982.00

Increase budget for construction layout, construction observation, materials testing, construction engineering & contract administrative services of OHM for the Veterans Drive project. This is funded by an Appropriation of Prior Year Fund Balance.

 Revenues:
 Prior Year Fund Balance
 101-000-000-699.000
 \$79,600.00

 Net Revenues
 \$79,600.00

 Expenditures:
 Capital Outlay - Veterans Drive
 101-970-000-976.007
 \$79,600.00

 Net Expenditures
 \$79,600.00

#### CHARTER TOWNSHIP OF YPSILANTI 2015 BUDGET AMENDMENT #5

#### April 7, 2015

\$2,749.60 206 - FIRE FUND Total Increase Increase budget for funds received and owed to Washtenaw County HazMat Team for response of carbon monoxide incident at Ford Rawsonville Plant. This will be funded by the funds received of Ford Motor Company. Misc Rev - Hazardous Response Service 206.000.000.682.000 Revenues: \$2,749.60 **Net Revenues** \$2,749.60 206.206.000.801.005 **Expenditures: Prof Srvs - Hazardous Response** \$2,749.60 \$2,749.60 **Net Expenditures Total Increase \$108,063.44** 236 - 14B DISTRICT COURT FUND Increase budget for purchase of 11 ergonomic chairs for employees at 14B District Court. This is funded by an Appropriation of Prior Year Fund Balance. **Prior Year Fund Balance** Revenues: 236-000-000-699.000 \$8,063.44 Net Revenues \$8.063.44 **Expenditures: Equipment** 236-136-000-977.000 \$8,063.44 Net Expenditures \$8,063.44 Increase budget to transfer funds to the General Fund for a portion of the reconstruction of Veterans Drive from the Library lot to the Veterans Memorial. This is funded by an Appropriation of Prior Year Fund Balance. **Prior Year Fund Balance** 236-000-000-699.000 \$100,000.00 Revenues: \$100,000.00 Net Revenues **Expenditures: Transfer Out to General Fund** 236-136-000-969.101 \$100,000.00 Net Expenditures \$100,000.00 248 - HOUSING & BUSINESS INSPECTION FUND \$400.24 Total Increase Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees). This is funded by an Appropriation of Prior Year Fund Balance. **Prior Year Fund Balance** 248-000.000.699.000 Revenues: \$400.24 Net Revenues \$400.24

248-248-000-708.004

Net Expenditures

\$400.24

\$400.24

Salaries Pay Out & Sick time

**Expenditures:** 

#### CHARTER TOWNSHIP OF YPSILANTI 2015 BUDGET AMENDMENT #5

#### April 7, 2015

### 249 - BUILDING DEPARTMENT FUND Total Increase \$1,533.52

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees). This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance 249.000.000.699.000 \$800.48

Net Revenues \$800.48

Expenditures: Salaries Pay Out & Sick time 249-249-000-708.004 \$800.48

Net Expenditures \$800.48

Increase budget for purchase of 1 ergonomic chair for employee in the Building Department. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance 249.000.000.699.000 \$733.04

Net Revenues \$733.04

Expenditures: Equipment 249.249.000.977.000 \$733.04

Net Expenditures \$733.04

#### 266 - LAW ENFORCEMENT FUND

Total Increase \$1,600.96

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees). This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Appropriation 266-000-000-699.000 \$1,600.96

Net Revenues \$1,600.96

Expenditures: Salaries Pay Out & Sick time 266-301-000-708.004 \$800.48

Salaries Pay Out & Sick time 266-304-000-708.004 \$800.48

Net Expenditures \$1,600.96

Motion to Amend the 2015 Budget (#5):

Move to increase the General Fund budget by \$808,891 to \$8,667,926 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,750 to \$5,155,114 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$108,064 to \$1,441,073 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund budget by \$400 to \$210,718 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$1,534 to \$469,861 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,601 to \$6,692,174 and approve the department line item changes as outlined.

#### **RESOLUTION NO. 2015-5**

#### CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

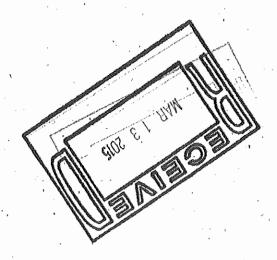
Resolution authorizing the temporary road closure of Stony Creek Road, to Textile Road, to Hitchingham Rd., to Merritt Road (back to Stony Creek Rd.) on Sunday, April 26, 2015, from 10:00 a.m. to Noon. for the "Ride for Recovery" Dawn Farm Fundraising Event.

**WHEREAS,** the Township of Ypsilanti has approved the temporary closure of Stony Creek, Textile, Hitchingham, and Merritt Roads as indicated; and

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

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Megan Rodgers, Dawn Farm Development Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.





March 4, 2015

Karen Lovejoy Roe, Clerk Township Civic Center 7200 S. Huron River Drive Ypsilanti Township, MI 48197

Dear Ms. Lovejoy Roe,

Dawn Farm is hosting a fundraising event, "Dawn Farm 6<sup>th</sup> Annual Ride for Recovery", on Sunday, April 26, 2015. We are asking the Township for permission to allow for intermittent road closures of the following roads on that day, from 10:00 am until 12:00 pm:

Stony Creek Road, to Textile, to Hitchingham, to Merritt Road and back to Stony Creek Road \*see attached map

We have submitted the permit application, Certificate of Liability Insurance, and permit fee to the Washtenaw County Road Commission. We will once again be contracting with the Washtenaw County Sheriff's Department to have two deputies present during the intermittent road closures.

Thank you for your time and consideration.

Sincerely,

Megan Rodgers

**Development Director** 

6633 Stony Creek Road, Ypsilanti MI 48197

(734)485-8725 ext. 221

mrodgers@dawnfarm.org

Spera Recovery Center Aplace to begin recovery with safe withdranal and support services 502 West Huron Ann Arbor, MI 48103 734.669.8265 734.669.0728 facsimile Farm Facility
Long-term residential addiction
treatment on a working 74 acre form
6633 Stoney Creek Road
Ypsilanti, MI 48197
734.485.8725
7,34.485.6103 facsimile

Dawn Farm Downtown Short-term residential addiction treatment in downtown Ann Arbor 544 North Division Ann Arbor, MI 48104 734.769.7366 734.769.7393 facsimile Dawn Farm Outpatient Individual and group therapy with a strong focus on recovery 320 Miller, Suite 100 Ann Arbor, MI 48103 734.821.0216 734.821.0218 facsimile Chapin Street Project Transitional housing in a safe, supporting recovering community 502 West Huron Ann Arbor, MI 48103 734.485.8725 734.485.6103 facsimile DAWN FARM 6TH ANNUAL



# RIDE FOR RECOVERY

Sunday, April 26, 2015 7:00am - 2:00pm

6633 Stony Creek Road, Ypsilanti

Bike Rides:

Metric Century "Serenity" ride starts at 8am 40 mile "Honesty" ride starts at 8am 25 mile "Openness" ride starts at 9am 10K "Willingness" ride starts at 10am Run/Walk:

5k/10k "Stoney Creek Shuffle" Run/Walk starts at 10:30am

\$25 registration fee before April 1st, \$35 after April 1st, \$50 suggested fundraising donation - register online at firstgiving.com/dawnfarm or at the REGISTRATION AREA starting at 7:00am until 11:00am. Registration includes an event t-shirt, light breakfast snacks (7:00am - 9:00am) and the Recovery Celebration lunch (11:00am - 1:30pm). NOTE - Helmets are MANDATORY for all riders!

MORE INFO? CALL 734,485,8725 or e-mail RideForRecovery@dawnfarm.org

Rd

Map deta @2015 Google

Crest Dr

Anci

#### **RESOLUTION NO. 2015-6**

#### CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave. on Saturday, August 15, 2015 from 9:30 a.m. to 11:30 a.m. for the "Homefront Victory Celebration" Parade

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave.; and

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

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Jeff Allen, Residential Services Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

Supervisor BRENDA L. STUMBO

Clerk

**KAREN LOVEJOY ROE** 

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 544-3731 Fax: (734) 485-5151

## **MEMORANDUM**

To: Karen Lovejoy Roe, Clerk

From: Nancy Wyrybkowski, Executive Coordinator

Date: March 30, 2015

Subject: Resolution No. 2015-6 - Authorization for the Temporary Road

Closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave. on Saturday, August 15, 2015 from 9:30 a.m. to 11:30 a.m. for the "Homefront Victory Celebration" Parade

In honor of the 70<sup>th</sup> Anniversary of the end of War World II, Ypsilanti Township is participating in the "Homefront Victory Celebration in conjunction with the Yankee Air Museum and the City of Ypsilanti.

Ypsilanti Township's part in this event will be centered around several activities and displays at the Recreation Center with a parade to kick off the celebration.

Please place this request on the April 7, 2015 board meeting agenda for consideration by the board.

Supervisor
BRENDA L. STUMBO

Clerk
KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE
Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



## Civil Service Commission

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 544-3731 Fax: (734) 485-5151

## **MEMORANDUM**

To: Karen Lovejoy Roe, Clerk

From: Nancy Wyrybkowski, Civil Service Secretary

Date: March 30, 2015

Subject: Request of the Civil Service Commission to utilize EMPCO, Inc. to

administer Ypsilanti Township Fire Department Officer Promotional

Testing

At the regular meeting held on March 18, 2015, the Civil Service Commission approved the recommendation of Chief Copeland to utilize EMPCO, Inc. to administer the Officer Promotional Testing. EMPCO, Inc. is a Michigan based company located in Troy, Michigan. Testing is required to be administered every two years.

The 2015 cost for administering the test is as follows:

Tailored Exam = \$1,500 Per Candidate = \$15.00 Proctor Fee = \$350.00 2015 Mileage Rate = \$0.575

This is budgeted in line item #206-220-000-801-000. Please place this recommendation on the April 7, 2015 agenda for consideration by the Board.

If you have any questions or concerns, please let me know.

cc: Civil Service Commissioners Human Resource

Fire Department

Supervisor
BRENDA L. STUMBO
Clerk

**KAREN LOVEJOY ROE** 

Treasurer

LARRY J. DOE
Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

## **MEMORANDUM**

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Lovejoy Roe, Clerk

Date: March 30, 2015

Subject: Request Authorization to Increase Election Inspector Pay to \$12.00 per

hour and Election Chairpersons to \$13.00 per hour Budgeted in Line

Item #101-215-000-704-000

I am requesting the board to approve a \$2.50 per hour increase for our Election Inspectors and Chairpersons serving in Ypsilanti Township beginning immediately. This increase would bring the Election Inspectors to \$12.00 per hour and the Chairpersons to \$13.00 per hour.

Ypsilanti Township Inspectors and Chairpersons have not received a raise since 2004. We recently conducted a survey of neighboring municipalities and discovered that we are on the low end for compensating our election employees. This proposed increase in pay would keep us competitive with our neighbors.

Each election requires the staffing of our precincts with many dedicated inspectors to have a successful election day. The election laws require a specific number of inspectors and you must have election inspectors from both political parties. Many of our election workers are retirees that have been with us for decades and sadly are leaving us and the post they have so loyally maintained at our polling places for many years. Currently, we have been recruiting and training the next generation of election inspectors. However, it is becoming more difficult to staff our election inspector's openings. It is a very long day beginning at 5:30 AM for our Chairpersons, 6:00 AM for our Inspectors and going as late as 12:00am or 1:00am in the morning for the major elections.

The funds for these increases are budgeted in line item #101-215-000-704-000. The election worker costs for statewide, school elections, special elections and presidential primaries are paid for by the entity requesting the election. The election worker costs for the primary and general elections every two years along with the millage elections are paid for by the township.

Please see the attached spread sheet that shows what other municipalities in Washtenaw County currently pay their election workers. If you have any questions or need more information please just let me know.

Your consideration and support of our election workers is greatly appreciated.

# Washtenaw County Election Chairperson and Inspector Pay Rates

|                     |                             | Chairperson Bonus Amount (Per |                                    |
|---------------------|-----------------------------|-------------------------------|------------------------------------|
| Jurisdiction        | <b>Chairperson Pay Rate</b> | Day)                          | <b>Election Inspector Pay Rate</b> |
| Salem Township      | \$14.35                     |                               | \$12.00                            |
| Dexter Township     | \$14.00                     |                               | \$11.00                            |
| Pittsfield Township | \$14.00                     |                               | \$12.00                            |
| Webster Township    | \$14.00                     |                               | \$12.00                            |
| City of Dexter      | \$13.00                     |                               | \$12.00                            |
| Lyndon Township     | \$13.00                     |                               | \$11.00                            |
| Ann Arbor Township  | \$12.00                     | \$50.00                       | \$12.00                            |
| Superior Township   | \$12.00                     |                               | \$10.00                            |
| City of Ann Arbor   | \$12.00                     |                               | \$9.00 - \$9.50                    |
| City of Ypsilanti   | \$11.50                     |                               | \$10.50                            |
| Scio Township       | \$11.00 - \$12.00           |                               | \$10.00                            |
| Freedom Township    | \$11.00                     |                               | \$10.00                            |
| Ypsilanti Township  | \$10.50                     |                               | \$9.50                             |
| Lodi Township       | \$9.50                      | \$30.00                       | \$9.50                             |

#### CHARTER TOWNSHIP OF YPSILANTI

#### OFFICE OF COMMUNITY STANDARDS

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

To: Clerk's Office

From: Mike Radzik

Office of Community Standards

Re: Request to authorize and sign two contracts with the Washtenaw County

Sheriff's Office to facilitate collaborative sharing of school resource deputies for summer months with the Lincoln Consolidated Schools and the Ypsilanti Community Schools; action is budgeted in Law Enforcement Fund account 266-

301.000-831.008 in the amount of \$29,339 per each contract.

Date: March 27, 2015

For the past six years, Ypsilanti Township has collaborated with local school districts that employ a school resource deputy through the Washtenaw County Sheriff's Office. The school resource deputies are assigned to the school districts during the academic year, while the Township picks them up during the summer months. The added deputies are assigned to do proactive neighborhood enforcement work to supplement the patrol force.

This year, we have budgeted to pick up school resource deputies from the Lincoln Consolidated Schools and the Ypsilanti Community Schools for the period June 21, 2015 through August 29, 2015. The cost of each contract is \$29,339, which is the standard Police Service Unit annual cost prorated for the length of each contract, which is ten weeks.

Please contact me with questions or concerns, and thank you for your consideration.



## AGREEMENT TO ASSIGN THE LINCOLN CONSILIDATED SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 21, 2015 THROUGH AUGUST 29, 2015

AGREEMENT is made this 7<sup>th</sup> day of April 2015 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 21, 2015 through August 29, 2015 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

#### ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 21, 2015 and concluding on August 29, 2015, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

#### ARTICLE II - TERM

This contract shall begin on June 21, 2015 and continue through August 29, 2015.

#### ARTICLE III -PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,338.65, payable by the Township as follows: June invoice--\$4,310.42; July invoice--\$12,931.25; and August invoice--\$12,096.98;

#### ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

#### ARTICLE V - EXTENT OF CONTRACT

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

| YPSILANTI TOWNSHIP                                       |           | WASHTENAW COUNTY                                 |       |
|--|-----------|--|-------|
| By:  | ATE)      | By:( Verna McDaniel ( County Administrator       | DATE) |
| By:<br>Karen Lovejoy Roe (DA<br>Clerk                    | ATE)      |  |       |
| WASHTENAW COUNTY SHERIFF                                 | "S OFFICE | LINCOLN CONSOLIDATED SCH                         | IOOLS |
| By:<br>Jerry Clayton<br>Sheriff                          |           | By:<br>Ellen Bonter<br>Superintendent            |       |
| APPROVED AS TO FORM:                                     |           | ATTESTED TO:                                     |       |
| By:<br>Curtis N. Hedger<br>Office of Corporation Counsel |           | By:( Lawrence Kestenbaum ( County Clerk/Register | DATE) |

#### AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 21, 2015 THROUGH AUGUST 29, 2015

AGREEMENT is made this 7<sup>th</sup> day of April 2015 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

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

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

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 21, 2015 through August 29, 2015 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

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

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

NOW THEREFORE, the parties agree as follows:

#### ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 21, 2015 and concluding on August 29, 2015, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

#### ARTICLE II - TERM

This contract shall begin on June 21, 2015 and continue through August 29, 2015.

#### ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,338.65, payable by the Township as follows: June invoice--\$4,310.42; July invoice--\$12,931.25; and August invoice--\$12,096.98;

#### ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

#### ARTICLE V - EXTENT OF CONTRACT

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

| YPSILANTI TOWNSHIP                                 | WASHTENAW COUNTY   |  |
|--|--|--|
| By:<br>Brenda Stumbo (DATE)<br>Supervisor          | By:  |  |
| By:<br>Karen Lovejoy Roe (DATE)<br>Clerk           |  |  |
| WASHTENAW COUNTY SHERIFF"S OFFICE                  | YPSILANTI COMMUNITY SCHOOLS                                  |  |
| By:<br>Jerry Clayton<br>Sheriff                    | By:<br>Laura Lisiscki (Date)<br>Superintendent               |  |
| APPROVED AS TO FORM:                               | ATTESTED TO:   |  |
| By: Curtis N. Hedger Office of Corporation Counsel | By:(DATE)  Lawrence Kestenbaum (DATE)  County Clerk/Register |  |

#### CHARTER TOWNSHIP OF YPSILANTI

#### OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe

From: Mike Radzik, OCS Director

Copy: Board of Trustees

Re: Authorize agreement with Washtenaw County Road Commission to install

traffic calming devices on Berkley Ave and Stratford Rd at an estimated cost of

\$20,123.50; budgeted in General Fund account 101-446.000-818.022

Date: March 16, 2015

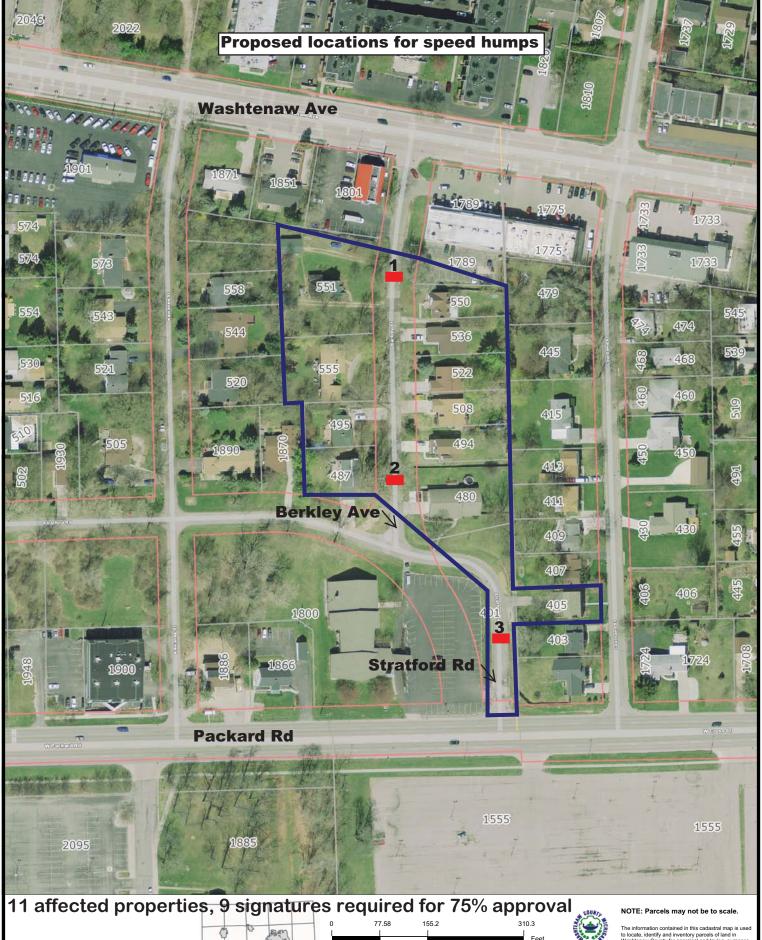
Residents of Berkley Ave recently participated in the petition process for traffic calming devices on their street. The results of a traffic study conducted last year qualified the area for traffic calming measures due to Berkley Ave being used as a cut through path between Washtenaw Ave and Packard Rd. Residents collected the required number of petition signatures with 81% support.

The Washtenaw County Road Commission has proposed to install two (2) speed humps on Berkley Ave and one (1) speed hump on Stratford Rd. Enclosed please find the speed hump layout and design.

The estimated cost for this project is \$20,123.50 which is budgeted in General Fund account 101-446.000-818.022. The road commission intends to bid it out with other projects later this year in order to obtain more competitive pricing.

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







© 2013 Washtenaw County

1: 1,862

THIS MAP REPRESENTS PARCELS ATTHE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

9/1/2014

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

|  | nis day of, 2015 between i (the "Township") and the Board of Washtenaw ission").   |
|--|--|
|  | nti desires to install two (2) speed humps on<br>and Stratford Road and one (1) speed hump on<br>ckard Road (the "Project"); and   |
| WHEREAS, proper authority is provided to the Act 51 of Public Acts of 1951 as amended; and           | parties of this Agreement under the provisions of  |
| WHEREAS, the Road Commission will prepare preparation and project bidding; and                       | re bid documents for the Project, including plan   |
| WHEREAS, the Township shall promptly reim invoices for all costs and expenses attributed to          | burse the Road Commission upon receipt of any the Project;   |
| THEREFORE, BE IT AGREED that the Towns costs incurred associated with the construction of            | ship will pay the Road Commission for all actual of the Project estimated to be \$20,123.50.   |
| insured on the Washtenaw County Road Commission will s coverage to the Township Clerk prior to imple | tharter Township of Ypsilanti will be a named mission's coverage for liability for the activities ubmit a certificate of insurance evidencing such ementation of services under the contract. Each acts and omissions of its employees and agents. |
| AGREEMEN   | T SUMMARY  |
| Estimated Costs  |  |
| Installation of three (3) speed humps  | \$20,123.50  |
| FOR YPSILANTI TOWNSHIP:  |  |
| Brenda L. Stumbo, Supervisor   | Witness  |
|  | Witness  |
| Karen Lovejoy Roe, Clerk   |  |
| FOR WASHTENAW COUNTY ROAD COMM   | MISSION:   |
|  | Witness  |
| Douglas E. Fuller, Chair   |  |
|  | TT 7° .  |

Roy D. Townsend, Managing Director

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

## MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: March 30, 2015

RE: Approval of entering a contract with Tetra-Tech to complete the

Closure Process for the Community Center fuel tanks

Please find attached, a report and a proposal from Tetra-Tech, Ann Arbor, to provide the necessary labor and a restrictive covenant survey to complete the Closure Report for the Community Center fuel tanks.

You may be aware that back in the 1990's fuel leaked from an underground storage tank behind the Community Center and moved toward the Green Oaks Golf Course. This was quickly addressed and all the necessary testing took place for some 10 years after. As of 2008, monitoring was ceased when no more contaminants were found.

At this point, the Township is interested in officially closing the project from a MDEQ perspective. I participated in a teleconference recently with Daniel Sopoci of Tetra Tech & Terry Hiske of the MDEQ. The information we received from Mr. Hiske was that should the Township follow through with these procedures, we could achieve this closure.

Tetra Tech is proposing and hourly rate, billed for Time and Material not to exceed \$11,676. Their detail of the charges and their hourly rate schedule are enclosed herewith.

This is budgeted in our professional services line item #101.956.000.801.000.



March 30, 2015

Mr. Jeffrey T. Allen Director-Residential Services Ypsilanti Charter Township 7200 S. Huron River Drive Ypsilanti, MI 48197

Re: Ypsilanti Township Community Center UST Closure Proposal Facility ID # 00038536

Dear Mr. Allen:

Tetra Tech is pleased to submit this proposal to continue environmental services at Ypsilanti Township's Green Oaks Golf Course and Community Center at 2025 East Clark Road in Ypsilanti. This proposal covers preparation of survey documents, a Restrictive Covenant, Closure Report, and a Due Care Plan relating to release C-0050-98 on file with the Michigan Department of Environmental Quality (MDEQ). Tetra Tech facilitated concurrence of the following closure strategy from Mr. Terry Hiske of the MDEQ on March 24, 2015.

#### **CLOSURE STRATEGY**

Groundwater evaluations completed from 2000-2007 demonstrated that the petroleum hydrocarbons groundwater plume is stable, groundwater geochemistry support natural attenuation of contaminants, and that the natural attenuation rate exceeds the migration rate of the dissolved phase hydrocarbons in groundwater. The MDEQ concurred with this conclusion and approved termination of groundwater monitoring in 2008. Groundwater concentrations within the area of impact remain above residential and non-residential drinking water risk based screening levels (RBSL) and groundwater to surface water interface (GSI) RBSLs. Institutional controls will be prepared to prevent the use of groundwater for consumption, thereby eliminating the drinking water exposure pathway. Historical data from GSI compliance wells demonstrates that it is not reasonable to expect that constituents in groundwater will vent to surface water at concentrations that exceed the generic GSI RBSLs.

Non-aqueous phase liquid (NAPL) was intermittently observed in wells MW-3, MW-11, and MW-12, and MW-13 through December 2007. During subsequent checks, NAPL was not observed at any location through December 2008, when NAPL monitoring was terminated with the approval of the MDEQ. In accordance with the June 2014 resource document prepared by the MDEQ, *NAPL Characterization, Remediation, and Management for Petroleum Releases*, exposure risk has been managed. NAPL has been recovered to the maximum extent practicable and institutional controls in the form of a Restrictive Covenant (RC) and Due Care Plan will notify current and



future property managers of the potential presence of NAPL and the ensure that land use changes do not alter site conditions without proper evaluation.

Tetra Tech recommends pursuing closure in accordance with the recently amended leaking UST statutes provided in Part 213 of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended (NREPA).

#### SCOPE OF WORK

Tetra Tech will prepare closure documents to include a RC, Closure Report, and Due Care Plan.

#### **Restrictive Covenant**

Institutional controls will be implemented to impose use restrictions on the property to: (1) limit or prohibit activities that may result in exposure to impacts; and to (2) provide notice about the presence of a hazardous substance at the site. To accomplish this, an RC will be prepared in accordance with Section 21310a(1) of the Natural Resources and Environmental Protection Act of 1994 PA 451, as amended, and filed with the Washtenaw County Register of Deeds. Proof of this filing will be provided to the MDEQ with the Closure Report.

Tetra Tech will complete the following tasks:

- Complete MDEQ form EQP 3854 Declaration of Restrictive Covenant;
- Complete a description of allowable land uses for the RC;
- Facilitate completion of legal description and sketch of the entire parcel and the restricted area, signed and sealed by a licensed surveyor, as required by MDEQ;
- Submit completed RC to the Township for review and approval;
- Submit completed RC to MDEQ for approval;
- File RC with Washtenaw County Register of Deeds Office;
- Complete MDEQ form EQP 4023 Notice to Local Units of Government of Land Use Restrictions; and
- Retain proof of RC filing and signed Notice to be submitted to MDEQ with the Closure Report.

#### **Closure Report**

Tetra Tech will prepare and submit a Closure Report to the MDEQ Remediation and Redevelopment Division for review and approval. Required contents of the Closure Report will include summaries of the following:

- Project chronology
- Corrective action activities performed
- Historical summary tables of analytical sampling
- Restrictive covenant summary and a copy of the filed restriction



• Scaled site maps of sample locations, direction of groundwater flow, conceptual model graphics, and historical site information

A draft Closure Report will be submitted to the Township for review prior to finalizing the report and submitting it to the MDEQ.

The MDEQ may provide comment and identify data gaps in the Closure Report. Tetra Tech has included labor hours to prepare a response to the MDEQ should any data gaps be identified.

#### **Due Care Plan**

Tetra Tech will prepare a Due Care Plan as required under Section 4c of Part 213. The Due Care Plan will outline long-term property management strategies that will:

- Prevent exacerbation of existing contamination.
- Mitigate unacceptable exposures to hazardous substances.
- Take precautions against the reasonable foreseeable acts or omissions of third parties.
- Provide statements that the Township will comply with land use restrictions and cooperate with those authorized to conduct corrective action activities.

The Due Care Plan will detail the best methods for complying with the above obligations. A draft Due Care Plan will be submitted to the Township for review. The Due Care Plan is not required to be submitted to the MDEQ for approval.

#### PROJECT TEAM

Personnel familiar with this project will complete the work described above. Our project team will include Mr. Daniel Sopoci, who has been involved with the project since 2006; Mr. Michael Kovacich who has worked on this project since 1995; and Ms. Erica Bays, who will assist with preparation of the Closure Report. Other Tetra Tech staff will be available as needed.

#### **COMPENSATION**

Ypsilanti Township will be billed on a Time and Materials basis for our personnel directly engaged on the project, associated reimbursable expenses and subcontractors. Tetra Tech's proposed budget to complete this scope of work is detailed below. Tetra Tech will not exceed the proposed budget without the prior authorization of the Township.

| Task                 | Tetra Tech Labor and Expenses | Survey  | Total    |
|----------------------|-------------------------------|---------|----------|
| Restrictive Covenant | \$1,975                       | \$2,750 | \$4,725  |
| Closure Report       | \$4,410                       | \$0     | \$4,410  |
| Due Care Plan        | \$2,541                       | \$0     | \$2,541  |
| Total                | \$8,926                       | \$2,750 | \$11,676 |



#### **ASSUMPTIONS**

The proposal price above is based upon the following assumptions:

- MDEQ will approve the Restrictive Covenant and Closure Report without significant revision or additional field work.
- Tetra Tech will attend one meeting with the Township to discuss contents and answer questions about each document.

If you concur with this proposal, please sign our attached Standard Terms and Conditions, which will serve as our formal authorization to proceed with these services.

We appreciate this opportunity to be of continued service to Ypsilanti Township and look forward to implementing the final tasks necessary for closure. Please call if you have any questions or would like to discuss this proposal further.

Sincerely,

Daniel Sopoci, CP, CHMM

Project Manager

Michael Kovacich, CP, CPG

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**Operations Manager** 



## RATES AND TERMS TIME AND MATERIALS AGREEMENT

Effective September 29, 2014 - September 27, 2015

Client: Ypsilanti Township

Proposal Dated: March 30, 2015

Project Name: UST Closure Proposal

Total Value: \$ 11,676

#### **BILLING RATES**

#### Staff

Charges for work performed on the project, including office and field time, will be calculated and billed on the basis of the staff category hourly rates shown below in U.S. currency. Work continuing beyond the above effective dates will be subject to the new rates that will be established for each new fiscal year. The following hourly rates are fully loaded with overhead and fee.

| Staff Category                      | Rate/Hour     | Staff Category                   | Rate/Hour      |
|-------------------------------------|---------------|----------------------------------|----------------|
| Senior Principal Engineer/Scientist | \$252 - \$315 | Project Engineer/Scientist       | \$ 64 - \$126  |
| Principal Engineer/Scientist        | \$176 - \$244 | Staff Engineer/Scientist         | \$ 56 - \$ 93  |
| Associate Engineer/Scientist        | \$140 - \$195 | Technician                       | \$ 40 - \$ 110 |
| Senior Engineer/Scientist           | \$ 92 - \$217 | Other Support Staff              | \$ 55 - \$ 220 |
| Senior Project Engineer/Scientist   | \$ 99 - \$158 | Clerical/Project Admin./Drafting | \$ 49 - \$104  |

All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level. Time spent in either inter-city or local travel will be billed in accordance with the foregoing schedule, except that no more than eight hours of travel time will be charged in any single day. Overtime hours worked, if authorized by the client, will be charged as quoted above.

#### **TERMS**

#### **Expert Testimony**

Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 150% of the rate quoted above.

#### **Invoicing and Payment**

Invoice statements will be issued either semi-monthly or monthly (at Tetra Tech's sole discretion) itemizing the staff categories worked and Other Direct Costs incurred in the performance of the project. Payments shall be sent to the address appearing on the invoice. All payments shall be made by Client within thirty (30) days of receipt of invoice. Invoices not paid within thirty days shall be subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum). Tetra Tech reserves the right to request either a Letter of Credit for the full contract amount or an up front financial retainer from which to work. Tetra Tech additionally reserves the right to stop work without further liability if Client fails to honor and adhere to the payment terms specified herein.

#### **Credit Review**

The provision of Services under this Agreement is subject to Tetra Tech's initial and continuing credit review of Client. If requested by Tetra Tech, Client shall furnish financial information to Tetra Tech for the purpose of determining Client's creditworthiness. Any financial information furnished to Tetra Tech shall be treated by Tetra Tech as Confidential Information. Tetra Tech may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Tetra Tech determines that a financial security is warranted, Tetra Tech reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Tetra Tech (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Tetra Tech shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Tetra Tech. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

#### **Other Direct Costs**

Charges for Other Direct Costs and facilities furnished by Tetra Tech are computed on the basis of actual cost plus ten percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus ten percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

#### **Estimated Cost**

Tetra Tech will perform the work and accomplish the objectives defined within the estimated costs and schedule proposed unless there are circumstances beyond our control. The estimated costs and schedule proposed are based on our best judgement of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by client needs and by presently unforeseen circumstances. Tetra Tech will notify the client in advance if schedule or costs are expected to exceed the estimate. In such event, the client may wish to: (1) authorize additional funds to complete the work as originally defined; (2) redefine the scope of work in order to fit the remaining funds; or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, Tetra Tech will turn over such data, results and materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

#### **Limited Warranty**

Tetra Tech will render services in a professional manner and use that degree of care and skill ordinarily exercised under similar conditions by reputable and competent environmental consultants practicing in the same or similar locality of the services provided. No other warranty, whether expressed or implied, is made or intended for services performed or provided. Client assumes all responsibility and shall defend and hold harmless Tetra Tech for Client's decisions relating to its use(s) of the services provided and reliance thereon.

#### **Relationship of Parties**

Tetra Tech will act solely as an independent contractor of the Client and not as the Client's agent for any purpose. Neither Tetra Tech nor Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Tetra Tech and the Client.

#### **Indemnification of Parties**

Both Tetra Tech and Client agree to and hereby do defend, indemnify, protect and hold harmless each other and their officers, directors, agents, employees, and invitees, from and against all liability, claims, actions, damages, and judgments, together with costs and expenses (including reasonable attorney's fees) for injuries to or illnesses or death of any and all persons and losses of or damages to property caused by, resulting from, occurring in connection with, or arising out of the negligence or willful misconduct of the indemnifying party to the extent of the negligence or willful misconduct of the indemnifying party. In no event shall Tetra Tech, its officers, directors, employees and agents be liable for and Client agrees to defend, indemnify and hold harmless, all at its cost and expense, Tetra Tech, its officers, directors, employees or agents from and against all liabilities, claims, demands, losses, costs, damages, actions, suits or other proceedings (including, but not limited to, any air, ground or water pollution or environmental impairment) by whomsoever made, including claims for bodily injuries, death and physical property loss or damage brought or prosecuted in any manner based upon, occasioned by, or attributable to, arising out of or in any manner connected with or related to Tetra Tech's performance of work that may be made or brought against Tetra Tech for: (i) any claims or causes of action arising out of the ownership, transportation and/or disposal of any contaminated materials; (ii) any claims or causes of action arising out of subsurface conditions or damage to subsurface structures whether owned by Client or any third party, the presence or location of which were not revealed to Tetra Tech by the Client in writing prior to the commencement of Tetra Tech's performance, (iii) any claims or causes of action arising under the Resource Conservation and Recovery Act as amended, the Toxic Substances and Control Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (iv) any third party claims or causes of action; and (v) any expenses incurred by Tetra Tech in connection therewith (including reasonable attorney's fees), as such expenses are incurred.

#### **Limitation of Liability**

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Tetra Tech shall be limited to the amount paid Tetra Tech as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services. All claims against Tetra Tech shall be deemed waived unless made by Client in writing and received by Tetra Tech within six months after Tetra Tech has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Tetra Tech by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence), statute, strict liability or otherwise, and shall likewise limit the liability of Tetra Tech' affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a

#### **Confidential Information**

Tetra Tech will not knowingly disclose to others any confidential information furnished by the Client in connection with this project. Any information, which the Client intends to be covered by this paragraph, shall be clearly marked "confidential." These restrictions do not apply to information that: (i) Tetra Tech had in its possession prior to disclosure by the Client; (ii) becomes public knowledge through no fault of Tetra Tech; (iii) Tetra Tech lawfully acquires from a party not under any obligation of confidentiality to the Client; or (iv) is independently developed by Tetra Tech. Tetra Tech and its personnel will not publish, in any technical articles or otherwise, information obtained from this project in a manner that would be identifiable with this project without the prior written consent of the Client.

#### **Termination**

Either Tetra Tech or Client may terminate this agreement, for whatever cause, by giving seven (7) days' written notice to the other party. Upon such termination, Client shall pay Tetra Tech the costs that Tetra Tech has incurred to the effective date of termination, including reasonable termination expenses.

#### **Disputes**

In the event of a dispute under this Agreement, either party shall request a meeting at which the parties shall discuss and attempt to resolve the dispute. Unresolved disputes may be litigated before any court of competent jurisdiction in the Commonwealth of Virginia. Client hereby consents to the jurisdiction of such court.

#### **Force Majeure**

Tetra Tech will have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the Client will not be entitled to refuse performance or otherwise be relieved of any obligations.

#### Assignment

The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the Client without Tetra Tech's prior written consent and any such attempted assignment or transfer shall be void.

#### **Entire Agreement**

The Client's engagement of Tetra Tech to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between Tetra Tech and the Client and supersede any previous communications, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client to Tetra Tech to which notice of objection is hereby given. No change to any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an authorized representative of Client and by an authorized representative of Tetra Tech. Tetra Tech's commencement of performance will not be deemed or construed as acceptance of the Client's additional or different terms and conditions.

#### Severability

If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions will remain otherwise in effect.

#### **Applicable Law**

**FOR:** Ypsilanti Township

The agreement to which these terms and conditions relate shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any questions concerning these Rates and Terms should be addressed to the Tetra Tech Contracts Department at (703) 444-7000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

| Client                |   |
|-----------------------|---|
| Signature:            |   |
| Name:                 |   |
| Title:                |   |
| Date:                 |   |
|                       |   |
| FOR: Tetra Tech, Inc. |   |
| Signature:            |   |
| Name:                 |   |
| Title:                |   |
|                       | - |

# Application for Industrial Facilities Tax Exemption Certificate Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

| ) To be completed by Clerk  | of Local Government Unit  |   |
|---|---|---|
| Signature of Clerk  | Date received by Local Unit   |   |
| Kat Van las   | March 19,20   | 15  |
| STG U   | se Only   |   |
| Application Number  | ▶ Date Received by STC  |   |
| APPLICANT INFORMATION   |   |   |
| All boxes must be completed.  |   |   |
| ▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Pollard (U.S.) Ltd.  | 15 1b, Standard Industrial Classification (SIC) Co<br>323111  | de - Sec. 2(10) (4 or 6 Digit Code)       |
| 10. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1775 James L. Hart Parkway, Ypsilanti MI 48197  | 1d. City/Township/Village (indicate vhich) Ypsilanti Township   | ▶ 1e. County<br>Washtenaw                 |
| 2. Type of Approval Requested   | 3a. School District where facility is located   | 3b. School Code                           |
| New (Sec. 2(4))   | Ypsilanti Public Schools  | 81020                                     |
| Speculative Building (Sec. 3(8))  Rehabilitation (Sec. 3(1))  Research and Development (Sec. 2(9))  | 4. Amount of years requested for exemption (1-12  | ? Years)                                  |
| 5. Per section 5, the application shall contain or be accompanied by a general description turn and extent of the restoration, replacement, or construction to be undertaken, a d |   | oposed use of the facility, the general   |
| nature and extent of the restoration, replacement, or construction to be undertaken, a d<br>more room is needed.  | escriptive list of the equipment that will be part of the   | ne facility. Attach additional page(s) if |
| To meet increased product demand, Pollard U.S. is upgrading   | ng its plant infrastructure to accomin  | nodate new equipment.                     |
| ,   |   |   |
|   |   |   |
|   |   |   |
| C- O-1-51-dd245-35-35-35-35   | <b>⊾</b> \$1  | ,828,000.00                               |
| 6a. Cost of land and building improvements (excluding cost of land)  * Attach list of improvements and associated costs.  | ······································  | al Property Costs                         |
| * Also attach a copy of building permit if project has already begun.   |   | al Froperty Costs                         |
| 6b. Cost of machinery, equipment, furniture and fixtures  | Per   | sonal Property Costs                      |
|   | \$1   | ,828,000.00                               |
| 6c. Total Project Costs   |   | al of Real & Personal Costs               |
| 7. Indicate the time schedule for start and finish of construction and equipment installal  | ion. Projects must be completed within a two year   | period of the effective date of the       |
| certificate unless otherwise approved by the STC.   |   |   |
| <u> </u>  | End Date (M/D/Y)  |   |
| Real Property Improvements   11/1/14  | 12/1/15 • X Owned   | Leased                                    |
| Personal Property Improvements  | ▶ Owned   | Leased                                    |
|   |   | •   |
| 8. Are State Education Taxes reduced or abated by the Michigan Economic Develop   | oment Corporation (MEDC)? If yes, applicant must  | attach a signed MEDC Letter of            |
| Commitment to receive this exemption. Yes No  |   |   |
| 9. No. of existing jobs at this facility that will be retained as a result of this project.   | 10. No, of new jobs at this facility expected to  | create within 2 years of completion.      |
| 141   | 9   | , .                                       |
| 11. Rehabilitation applications only: Complete a, b and c of this section. You must attac<br>obsolescence statement for property. The Taxable Value (TV) data below must be as of | th the assessor's statement of SEV for the entire p<br>of December 31 of the year prior to the rehabilitation | lant rehabilitation district and<br>n.    |
| a. TV of Reat Property (excluding land)   |   |   |
| b. TV of Personal Property (excluding inventory)  |   |   |
| c. Total TV   |   |   |
| 12a. Check the type of District the facility is located in:   |   |   |
| industrial Development District Plant Rehabi  | litation District   | -   |
| ▶ 12b. Date district was established by local government unit (contact local unit)  | 12c. Is this application for a speculative building   | ng (Sec. 3(8))?                           |
|   | Yes · X No  |   |

#### APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an industrial Facilities Exemption Certificate by the State Tax Commission.

| Certificate by the State Tax Comm   |   |  |   |  |
|---|---|--|---|--|
| 13a, Preparer Name  | 13b. Telephone Number   | 13c. Fax Number  | 13d. E-mail Address   |  |
| Ava Gruener   | (204) 474-2323  | (800) 463-9549   | agruener@pbl.ca   |  |
| 14a. Name of Contact Person   | 14b. Telephone Number   | 14c. Fax Number  | 14d. E-mail Address   |  |
| same as preparer  |   |  |   |  |
| 15a, Name of Company Officer (No<br>Robert Rose   | Authorized Agents)  |  |   |  |
| 15b. Signature of Company Officer (No   | Aufhorized Agents)  | 15c, Fax Number  | 15d. Date   |  |
| WAN D   | rel   | (204) 453-1375   | Feb. 19/15  |  |
| 15e. Mailing Address (Street, City,   |   | 15f. Telephone Number  | 15g. E-mail Address   |  |
| 1499 Buffalo Place, Winni   | peg, Manitoba Canada R3T 1L7  | (204) 474-2323   | rrose@pbl.ca  |  |
|   | ed with the submittal.  | re submitting application to                                     | the State Tax Commission. Check items on file sion Requires the following documents be filed for an optication: |  |
| Abatement Approved for Yrs Real (1-12), Yrs Pers (1-12)   |   | Check or Indicate N/A  |   |  |
| After Completion Y  |   |  | ition plus attachments, and one complete copy   |  |
| Aller Completion [1763 [176   |   | Resolution establishing district                                 |   |  |
| Denied (Include Resolution Denying)   |   | 3. Resolution approving/denying application.                     |   |  |
|   |   | 1 <del> </del>   | ment (Signed by local unit and applicant)   |  |
| 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable |   | 5. Affidavit of Fees   | s (Signed by local unit and applicant)  |  |
| l <del></del>   | r to hearing establishing a district.   | 6. Building Permit for real improvements if project has already  |   |  |
| I 🗀   | ies of opportunity for a hearing.   | 1 <del>                                    </del>                | with dates of beginning of installation   |  |
| 1 1 -   | notified for district and application action.   | 8. Form 3222 (if e   | pplicable)  |  |
| l  l  |   | 9. Speculative building resolution and affidavits (if applicable |   |  |
| 4. Lease Agreement showing applicants tax liability.  |   |  |   |  |
| 16c. LUCI Code  |   | 16d. School Code   |   |  |
| 17. Name of Local Government Body   |   | ▶ 18. Date of Resolution Approving/Denying this Application      |   |  |
| Attached hereto is an original a<br>on file at the local unit for inspe                           |   | documents listed in 16b.   | I also certify that all documents listed in 16a are   |  |
| 19a. Signature of Clerk   | 19b. Name of Clerk  |  | 19c. E-mail Address   |  |
| 19d. Clerk's Mailing Address (Street, C   | L<br>City, State, ZIP Code)   |  |   |  |
| 19e. Telephone Number   |   | 19f, Fax Number  |   |  |
|   |   |  |   |  |
|   |   |  |   |  |
| State Tax Commission Rule Numl<br>each year will be acted upon by D                               | oer 57: Complete applications approved b<br>ecember 31. Applications received after ( | by the local unit and receive<br>October 31 may be acted u       | ed by the State Tax Commission by October 31 pon in the following year.   |  |

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission Michigan Department of Treasury P.O. Box 30471 Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

| STC USE ONLY. |                   |                       |                 |                     |
|---------------|-------------------|-----------------------|-----------------|---------------------|
| LUCI Code     | ▶ Begin Date Real | ▶ Begin Dale Personal | ▶ End Date Real | ▶ End Date Personal |
|               |                   |                       |                 |                     |

# INFORMATION FOR TAX ABATEMENT Pollard (U.S.) Ltd.

### CONSTRUCTION BREAKDOWN

| Sitework   | 750,000        |
|------------|----------------|
| Structural | 750,000        |
| Electrical | 125,000        |
| Mechanical | <u>203,000</u> |
|            |                |

Total Construction 1,828,000

#### **LEGAL DESCRIPTION**

775 James L. Hart Parkway, Ypsilanti Township, Mich.

Parcel # K-11-17-361-020

PART OF LOT 6 OF "HURON CENTER COMMERCIAL & INDUSTRIAL PARK" A PART OF FRENCH CLAIMS 680 & 681, T3S-R7E, YPSILANTI TWP, WASHTENAW COUNTY, MI, AND DESC AS: BEG AT A PT ON SLY LN OF LOT 6 DIST N 69-07-42 E 303.43 FT FROM SWLY COR LOT 6 AND PROCEEDING TH N 21-49-40 W 539.69 FT; TH ALG NLY LINE LOT 6 AND SLY LINE OF JAMES L. HART PKWY, 86 FT WIDE ON A CURVE CONC TO THE NORTH, RAD 1381 FT, CENT ANGLE 07-08-49 CHORD BEARS N 74-34-09 E 172.15 FT, ARC DIST 172.26 FT; TH ALG NLY LN OF LOTS 6 & 7 AND SLY LN JAMES L. HART PKWY, 86 FT WD ON CURVE CONC TO N RAD 1381 FT, CENTRAL ANGLE 18-11-51 CHORD BEARS N 61-53-49 E 436.77 FT, ARC DIST 438.61 FT; TH S 24-41-37 E 579.56 FT; TH ALG SLY LN LOT 6, S 69-07-42 W 634.30 FT TO POB. CONT 7.65 AC +\-. SUBJ TO SLY 80 FT FOR PRIVATE ESMT FOR PUBL DRAIN. SUB TO TH NLY 25 FT FOR PRIVATE ESMT. FOR PUB UTIL & LANDSCAPING. ALSO SUBJ TO ESMTS OF RECORD, IF ANY. PARENT PARCELS K 11-17-361-017 AND K 11-17-361-015 (COMBINE)

#### NOTICE OF COMMENCEMENT

#### December 4, 2014

Pursuant to the requirements of Section 108 of the Michigan Construction Lien Act, the undersigned, being duly sworn, gives Notice that:

1. The legal description of the real property on which the improvement is to be made is as follows:

Legal description attached hereto as Exhibit "A".

2. The name, address and capacity of the Owner/Lessee contracting for the improvement is:

Pollard (U.S.) Ltd. 775 James L. Hart Pkwy Ypsilanti, MI 48197

3. The name and address of the fee Owner of the above real property, if the person contracting for the improvement is a Land Contract Vendee or Lessee, is:

N/A

4. The name and address of the General Contractor, if any, is:

Simone Contracting Corporation 6816 19 ½ Mile Road Sterling Heights, MI 48314

5. The name and address of the Owner's or Lessee's Designee upon whom all notices or other instruments are to be served is:

N/A

6. To Lien Claimants and subsequent Purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the below named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with the law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in the claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the named owner or lessee; the designee; or the person with whom you have contracted.

By: (Signature)

Name of Signer: Douglas E. Pollard Title of Signer:

Co-Chief Executive Officer

Pollard (U.S.) Ltd.

775 James L. Hart Pkwy. Ypsilanti, Mi 48197

CITY OF WINNIPEG

PROVINCE OF MANITOBA

CANADA

This Notice of Commencement and the information contained herein was sworn and verified before me this 4th day of December, 2014 by Douglas E. Pollard, in his capacity as Co-Chief Executive Officer of Pollard (U.S.) Ltd.

Notary Public Signature

Gordon O. Pollard

Notary Public Printed Name

Notary Public in and for the Province of Manitoba. My Commission does not expire.

This Notice was prepared by:

Pollard (U.S.) Ltd. 775 James L. Hart Pkwy. Ypsilanti, MI 48197

When recorded, please return to:

Simone Contracting Corporation 6816 19 1/2 Mile Road Sterling Heights, MI 48314

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

MIKE MARTIN SCOTT MARTIN



### Human Resource Department

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160

ytown.org

### **MEMORANDUM**

**TO:** Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department

**DATE:** April 2, 2015

**RE:** Request authorization to compensate Fire Chief Eric Copeland for Fire Marshal

duties performed from February 5, 2015 forward, for a period of no longer than 6 (six) months while an examination process is conducted and succession plan is

approved.

As of February 5, 2015, Chief Copeland began performing the duties of Fire Marshal in addition to his duties as Fire Chief. These additional duties have included: site inspections, fire investigations, IFC code interpretations and recommendations, site plan reviews, and burning permits. As these additional duties fall outside his normal scope of responsibility and require a different set of skills and certification, which Chief Copeland possesses, authorization is being sought to compensate Chief Copeland for these additional duties. Suggested weekly compensation would be \$720/week and would be retro-active back to February 5, 2015.

Discussions are in process with Victor Chevrette to retain his services as Fire Marshal on a part-time contractual basis of no more than 20 hours per week until August 2015. Once that agreement is in place, Chief Copeland would be used for emergency call backs and any additional work that would fall outside of the 20 hours Vic Chevrette would work. Suggested compensation for call-backs, which Vic Chevrette would not be doing, would be \$400/per call-back and \$30.00/per hour for any additional hours needed to back-up the contracted hours. Funds to cover the additional compensation are budgeted under 206-206-000-705-002, Salaries-Officers.

In our current reciprocal agreement with the City of Ypsilanti, the following fees apply for Fire Marshal services: Fire Call Investigations are priced @ \$600 (for 4 hours) with an additional \$100.00/per hour following the initial 4 hours. Code Inspection Services are priced @ \$200 (for 2 hours) with an additional \$75.00/per hour following the initial 2 hours.

Your consideration in this matter is appreciated. Chief Copeland and Victor Chevrette will be attending the board meeting on Tuesday, April 7, 2015 to answer any additional questions. Should you have any questions for me, please feel free to contact me.

### OTHER BUSINESS

### **AUTHORIZATIONS AND BIDS**

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treassurer

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

TO: Township Board

FROM: Brenda L. Stumbo, Supervisor

DATE: March 19, 2015

RE: Request Authorization to Purchase 16 Ergonomic Desk Chairs

We are requesting authorization to purchase 16 ergonomic desk chairs at a total cost of \$11,728.64. The chairs are budgeted as follows:

11 chairs for 14-B District Court, budgeted in 236-136-000-977-000 - \$8,063.44 1 chair for Office of Community Standards, budgeted in 249-249-000-977-000 - \$733.04 4 chairs for Assessing, budgeted in 101-267-000-977-000 - \$2,932.16

This will complete the replacement of office chairs in the Township.

If you have any questions, please let me know.

tk

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

# **MEMORANDUM**

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: March 30, 2015

RE: Approval & acceptance of the bid from Anglin Civil in the amount of

\$722,981.81 for the Veterans Drive Rd construction

Sealed bids were received and read publicly aloud on March 18, 2015 for reconstruction of Veterans Drive from the library lot to the Vietnam Memorial.

Last fall, the Township hired OHM to prepare and receive bids for this project. You may recall that this was bid then and prices came in higher than anticipated. We instructed them to re-bid this project this winter and we received 5 sealed bids from qualified vendors. These ranged from \$672,981.81 to \$823,501.20.

The low bidder was Anglin Civil from Livonia and OHM is recommending them as the bidder for the award. They met all the requirements of bond surety, statement of qualifications, and list of subcontractors. They are also MDOT pregualified.

OHM's engineering estimate was \$660,000 for this project, so this bid was less than 2% higher. OHM is recommending a contingency of \$50,000 for unforeseen extras which takes the amount to \$722,981.81.

It is important to note that this does not include the portion of Veterans Drive, north of the officials entrance drive, some 840 feet.

I have attached the award recommendation from OHM for further information.

This project is budgeted in line item 101.970.000.976.007.



ARCHITECTS. ENGINEERS. PLANNERS.

March 23, 2015

Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

Attention: Jeff Allen

RE: Recommendation of Award for Veterans Drive Road Construction

Sealed bids for the Veteran's Drive construction project were received and publicly read aloud at 3:00 pm on Wednesday, March 18, 2015 at the Charter Township of Ypsilanti Civic Center. Seven (7) prospective contractors obtained plans and specifications for the project. Proposals were received from five (5) bidders with as-checked results ranging from \$672,981.81 to \$823,501.20.

The low bid was received from Anglin Civil, located at 13000 Newburgh Road, Livonia, MI 48150 in the amount of \$672,981.81. In reviewing their bid, all required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided. They are also MDOT prequalified.

Prices continue to escalate due to an increase in material prices. While this bid exceeded the engineer's estimate everything is balanced and is in line with recent bids received in the area. The engineer's estimate for the project was \$660,000.00.

It is felt that Anglin Civil and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Based on the submitted information, it is recommended that the Veterans Drive Road Construction contract be awarded to Anglin Civil of Livonia, MI in the amount of \$672,981.81 with a contingency budget of \$50,000 for unforeseen extras for a total budget of \$722,981.81.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,

OHM Advisors,

Matthew D. Parks

cc: Brenda Stumbo, Supervisor Karen Lovejov Roe, Clerk

OHM Job No.: 0098-13-0040 Novi, MI 48377 Phone: 248-397-4200 Phone: 810-231-5188 Phone: 734-761-5050 Phone: 734-676-6220 Phone: 248-553-0600 Estimated Unit Unit Unit Unit Unit No. Description Quantity Price Amount Price Amount Price Amount Price Amount Price Amount Mobilization Max 5% 118 \$33,000.00 \$33,000.00 \$38,200.00 \$38,200.00 \$19,500.00 \$19,500.00 \$40,000.00 \$40,000.00 \$20,000.00 \$20,000,00 Tree. Rem \$575.00 \$575.00 \$550.00 \$550.00 \$465.00 \$465.00 \$1,000,00 \$1,000.00 \$750.00 \$750.00 2) 1 Ea \$1,468.50 110 Ft \$1,265,00 \$15.50 \$1,705.00 \$13.35 \$4,180.00 \$1,760,00 Sewer, Rem. Less than 24 inch \$11.50 \$38.00 \$16.00 Curb and Gutter, Rem 1786 Ft \$3.45 \$6,161.70 \$7.20 \$12,859.20 \$4.25 \$7,590.50 \$3.50 \$6,251.00 \$6.00 \$10,716.00 \$2.30 \$1.05 \$5,310.90 \$10,571.22 \$40,464.00 5) Pavt. Rem 5058 Syd \$11,633.40 \$3.75 \$18,967.50 \$2.09 \$8.00 Sidewalk Rem 129 Syd \$2.30 \$3.90 \$503.10 \$696.60 \$13.00 \$1,677.00 6) \$296.70 \$8.50 \$1,096,50 \$5.40 Light, Relocate \$2,875.00 \$2,875.00 \$3,500.00 \$3,500.00 \$4,600.00 \$4,600.00 \$5,000.00 \$5,000.00 \$6,000.00 \$6,000.00 7) 1 Ea Sign, Remove and Reset 4 Ea \$460.00 \$1,840.00 \$100.00 \$400.00 \$400.00 \$1,600.00 \$100.00 \$400.00 \$250.00 \$1,000,00 8) 305 Ft \$46.00 \$14,030.00 \$12,810.00 \$2,790.75 \$15,860.00 \$16,775.00 Ditch. Construct \$42.00 \$9.15 \$52.00 \$55.00 \$1,650.00 \$86.25 \$4.312.50 \$33.00 \$68.95 \$3 447 50 \$2,000,00 \$1,500,00 10) Exploratory Trenching 50 Ft \$40.00 \$30.00 11) Machine Grading 30 Sta \$1,035.00 \$31,050.00 \$1,200.00 \$36,000.00 \$3,300.00 \$99,000.00 \$2,400.00 \$72,000.00 \$1,000.00 \$30,000.00 12) Subgrade Undercutting, Type II Mod 153 Cyd \$17.25 \$2,639.25 \$68.00 \$10,404.00 \$47.00 \$7,191.00 \$60.00 \$9.180.00 \$45.00 \$6,885.00 Erosion Control, Inlet Protection, Fabric Drop 26 Ea \$46.00 \$1,196.00 \$134.00 \$3,484.00 \$210.00 \$5,460.00 \$110.00 \$2,860.00 \$90.00 \$2,340.00 13) \$2 530 00 \$2,760,00 \$1,725.00 \$2,300,00 Frosion Control Silt Fence 1150 Ft \$1.27 \$1,460,50 \$2.20 \$2 40 \$1.50 \$2.00 14) 15) Aggregate Base, 6 inch (Limestone) 484 Syd \$7.48 \$3,620.32 \$6.95 \$3,363.80 \$4.90 \$2,371.60 \$7.50 \$3,630.00 \$5.80 \$2,807.20 Aggregate Base, 9 inch (Limestone) 4450 Syd \$9.20 \$40,940.00 \$9.75 \$43,387.50 \$6.15 \$27,367.50 \$9.60 \$42,720.00 \$8.90 \$39,605.00 16) \$2,404.70 Maintenance Gravel 173 Ton \$20.70 \$3.581.10 \$33.50 \$5,795,50 \$13.90 \$22.00 \$3.806.00 17) \$20.00 \$3,460,00 18) Culv End Sect, Conc, 48 inch 1 Ea \$1,725.00 \$1,725.00 \$2,600.00 \$2,600.00 \$2,850.00 \$2,850.00 \$3,552.00 \$3,552.00 \$7,000.00 \$7,000.00 19) Sewer, CI A, 12 inch, Tr Det A 337 Ft \$34.39 \$11,589.43 \$36.75 \$12,384.75 \$42.30 \$14,255.10 \$50.00 \$16,850.00 \$48.00 \$16,176.00 20) Sewer, CI A, 18 inch, Tr Det A 170 Ft \$39.85 \$6,774.50 \$43.00 \$7,310.00 \$62.55 \$10,633.50 \$55.00 \$9,350.00 \$68.00 \$11,560.00 \$57.00 \$21,182.00 \$25,632.00 Sewer, Cl A. 24 inch. Tr Det A 356 Ft \$50.96 \$18.141.76 \$20,292,00 \$61.90 \$22,036,40 \$59.50 \$72.00 21) 22) Sewer, CI A. 48 inch. Tr Det A 224 Ft \$136.43 \$30.560.32 \$157.00 \$35 168 00 \$160.00 \$35,840,00 \$164.50 \$36,848,00 \$180.00 \$40.320.00 Sewer, CI A, 30 inch, Tr Det B 266 Ft \$55.25 \$14,696.50 \$82.00 \$21,812.00 \$78.05 \$20,761.30 \$77.40 \$20,588.40 \$96.00 \$25,536.00 23) 24) Sewer, CI A, 36 inch, Tr Det B 405 Ft \$69.27 \$28,054.35 \$107.00 \$43,335,00 \$95.05 \$38,495.25 \$107.00 \$43,335.00 \$94.00 \$38,070.00 Sewer, CI A, 42 inch, Tr Det B \$89.82 \$8,622.72 \$133.00 \$12,768.00 \$145.00 \$13,920.00 \$15,600.00 \$144.00 \$13,824.00 25) 96 Ft \$162.50 Sewer, Cl A. 48 inch. Tr Det B \$112.28 \$24 140 20 \$169.00 \$36.335.00 \$160.00 \$34,400,00 \$40.764.00 \$180.00 \$38,700,00 26) 215 Ft \$189.60 27) Trench Undercut and Backfill 150 Cyd \$20.70 \$3,105.00 \$43.50 \$6,525.00 \$35.95 \$5,392.50 \$60.00 \$9,000.00 \$55.00 \$8,250.00 Dr Structure Cover, Type B \$493.35 28) 7 Ea \$3,453.45 \$545.00 \$3.815.00 \$350.00 \$2,450.00 \$600.00 \$4,200.00 \$715.00 \$5,005.00 29) Dr Structure Cover, Type G 11 Ea \$439.30 \$4,832.30 \$475.00 \$5,225.00 \$295.00 \$3,245.00 \$600.00 \$6,600.00 \$660.00 \$7,260.00 \$632.50 \$7 590 00 \$775.00 \$9,300,00 \$520.00 \$6,240,00 \$770.00 \$9 240 00 Dr Structure Cover, Type K 12 Ea \$600.00 \$7,200,00 30) 31) Dr Structure, 24 inch dia 6 Ea \$1,552.50 \$9.315.00 \$1,100.00 \$6,600.00 \$1,700.00 \$10,200.00 \$900.00 \$5,400.00 \$880.00 \$5,280,00 Dr Structure, 48 inch dia 8 Ea \$1,897.50 \$15,180.00 \$1,500.00 \$12,000.00 \$2,000.00 \$16,000.00 \$1,530.00 \$12,240.00 \$1,770.00 \$14,160.00 32) 33) Dr Structure, 60 inch dia 7 Ea \$3,277.50 \$22,942.50 \$2,500.00 \$17,500.00 \$3,100.00 \$21,700.00 \$2,900.00 \$20,300.00 \$3,650.00 \$25,550.00 \$5,838.55 \$4,200.00 \$5,450.00 \$3,300.00 \$5,000.00 \$15,000.00 34) Dr Structure, 72 inch dia \$17.515.65 \$12,600.00 \$16.350.00 \$9.900.00 3 Ea 35) Dr Structure, Tap. 6 inch 1 Fa \$747.50 \$747.50 \$125.00 \$125.00 \$3.000.00 \$3,000.00 \$200.00 \$200.00 \$500.00 \$500.00 Dr Structure, Adj, Add Depth 4 Ft \$517.50 \$2,070.00 \$130.00 \$520.00 \$265.00 \$1,060.00 \$400.00 \$1,600.00 \$450.00 \$1,800.00 37) Sanitary Structure Cover, Adj, Add Depth 2 Ft \$172.50 \$345.00 \$900.00 \$1,800.00 \$500.00 \$1,000.00 \$400.00 \$800.00 \$960.00 \$1,920.00 \$287.50 \$2,200.00 \$2,400,00 38) Dr Structure Cover Adj, Case 1 4 Ea \$1 150 00 \$400.00 \$1,600,00 \$540.00 \$2 160 00 \$550.00 \$600.00 39) Dr Structure Cover Adj, Case 2 5 Ea \$287.50 \$1,437.50 \$375.00 \$1,875.00 \$330.00 \$1,650.00 \$550.00 \$2,750.00 \$600.00 \$3,000.00 40) Dr Structure, 96 inch dia 2 Ea \$8,924.00 \$17,848.00 \$8,500.00 \$17,000.00 \$8,550.00 \$17,100.00 \$6,425.00 \$12,850.00 \$7,500.00 \$15,000,00 Frame and Cover, Replace \$632.50 \$3.162.50 \$575.00 \$2.875.00 \$620.00 \$3,100.00 \$750.00 \$3,750.00 \$660.00 \$3,300.00 5 Ea 41) \$345.00 \$330.00 \$550.00 \$1 100 00 \$540.00 42) Frame and Cover, Reset 2 Ea \$690.00 \$200.00 \$400.00 \$660.00 \$270.00 43) Sanitary Structure Cover, Adj, Case 2 2 Ea \$345.00 \$690.00 \$600.00 \$1,200.00 \$330.00 \$660.00 \$600.00 \$1,200.00 \$770.00 \$1,540.00 Underdrain, Subbase, 6 inch \$31,207.55 \$37,005.00 2467 Ft \$12.65 \$17.00 \$41,939.00 \$14.70 \$36,264.90 \$12.00 \$29,604.00 \$15.00 45) Hand Patching 130 Ton \$90.95 \$11,823.50 \$87.70 \$11,401.00 \$86.85 \$11,290.50 \$200.00 \$26,000.00 \$110.00 \$14,300.00 463 Ton \$74 16 \$34,336,08 \$71.60 \$39 239 25 \$39 355 00 \$37,040,00 46) HMA, 13A, Leveling Course \$33 150 80 \$84 75 \$85.00 \$80.00 HMA, 13A, Wearing Course 47) 371 Ton \$80.34 \$29,806.14 \$77.80 \$28,863,80 \$89.00 \$33,019.00 \$85.00 \$31,535.00 \$90.00 \$33,390.00 HMA, Driveway 107 Ton \$111.28 \$11,906.96 \$103.40 \$11,063.80 \$89.00 \$9,523.00 \$200.00 \$21,400.00 \$95.00 \$10,165.00 48) 49) Crack Sealing, Conc Pavt 80 Ft \$4.28 \$342.40 \$9.50 \$760.00 \$15.15 \$1,212,00 \$5.00 \$400.00 \$10.00 \$800.00 Curb and Gutter, Conc, Det F4 2830 Ft \$15.78 \$44,657.40 \$13.75 \$38,912.50 \$17.50 \$49,525.00 \$15.00 \$42,450.00 \$13.50 \$38,205.00 51) Sidewalk Ramp, Conc, 6 inch 725 Sft \$6.77 \$4,908.25 \$6.00 \$6.65 \$4,821.25 \$8.00 \$5,800.00 \$6.50 \$4,712.50 \$4.350.00 52) Sidewalk, Conc, 4 inch 7102 Sft \$3.83 \$27,200.66 \$3.25 \$23,081.50 \$5.05 \$35,865.10 \$3.00 \$21,306.00 \$5.00 \$35,510.00 Sidewalk, Conc. 6 inch 119 Sft \$4.98 \$592 62 \$4 00 \$476.00 \$9.55 \$1 136 45 \$4.00 \$476.00 \$6.50 \$773.50 53) Post, Steel, 3 lb 54) 42 Ft \$11.50 \$483.00 \$2.50 \$105.00 \$12.60 \$529.20 \$10.00 \$420.00 \$15.00 \$630.00 19 Sft \$13.80 \$262.20 \$10.00 \$190.00 \$27.90 \$530.10 \$50.00 \$950.00 \$25.00 \$475.00 Sign, Type IIIA 56) Pavt Mrkg, Waterborne, 4 inch, Yellow 300 Ft \$1.15 \$345.00 \$1 45 \$435.00 \$1.75 \$525.00 \$1.45 \$435.00 \$1.00 \$300.00 57) Pavt Mrkg, Waterborne, 6 inch, White 107 Ft \$1.15 \$123.05 \$1.65 \$176.55 \$1.75 \$187.25 \$176.55 \$2.00 \$214.00 \$1.65 \$150.00 Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow \$150.00 \$300.00 58) 300 Ft \$1 15 \$345.00 \$0.50 \$1.75 \$525.00 \$0.50 \$1.00 59) Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White 107 Ft \$1.15 \$123.05 \$0.65 \$69.55 \$1.75 \$187.25 \$0.65 \$69.55 \$2.00 \$214.00 Pavt Mrkg, Waterbourne, 24 inch, Stop Bar 40 Ft \$9.20 \$368.00 \$9.00 \$360.00 \$1.75 \$70.00 \$9.00 \$360.00 \$12.00 \$480.00 Pavt Mrkg, Waterbourne, 2nd Application, 24 inch, Stop Bar 40 Ft \$9.20 \$368.00 \$2.00 \$80.00 \$1.75 \$70.00 \$2.00 \$80.00 \$480.00 \$12.00 61) \$1,725.00 \$1,725,00 \$11,750,00 \$11,750,00 \$2,500,00 \$2,500,00 \$6,000,00 \$12 500 00 \$12,500,00 Minor Traf Devices 1 I S \$6,000,00 62) 63) Riprap, Heavy 133 Syd \$48.30 \$6,423,90 \$110.00 \$14.630.00 \$44.25 \$5,885.25 \$60.00 \$7.980.00 \$30.00 \$3,990.00 64) Riprap, Plain 238 Syd \$25.30 \$6,021.40 \$52.00 \$12,376.00 \$42.85 \$10,198.30 \$50.00 \$11,900.00 \$25.00 \$5,950.00 65) Boulder 5 Ea \$172.50 \$862.50 \$92.00 \$460.00 \$815.00 \$4,075.00 \$400.00 \$2,000.00 \$200.00 \$1,000.00 \$20,240.00 \$39,600.00 \$930.00 Turf Establishment 22 Sta \$920.00 \$1,800.00 \$20,460,00 \$775.00 \$17.050.00 \$1,200.00 \$26,400.00 66) 67) Conduit, 2 inch 326 Ft \$5.75 \$1.874.50 \$7.50 \$2 445 00 \$10.20 \$3.325.20 \$10.00 \$3,260.00 \$6.50 \$2,119.00 Conduit End Marker \$57.50 \$47.00 \$752.00 \$54.50 \$150.00 \$2,400.00 \$3,600.00 16 Ea \$920.00 \$872.00 \$225.00 \$4,715.00 Lower Existing 12" Water Main 4 Ea \$18,860.00 \$7,900.00 \$31,600.00 \$8,500.00 \$34,000.00 \$5,000,00 \$20,000,00 \$7.000.00 \$28,000,00

Fonson Company, Inc.

Brighton MI 48116

7644 Whitmore Lake Rd.

E.T. Mackenzie Company

6400 Jackson Rd.

Ann Arbor MI 48103

Pavex Corporation

2654 Van Horn Rd.

Trenton MI 48183

Nagle Paving Company

39525 W. 13 Mile Rd.

Suite 300

Anglin Civil, LLC

Livonia, MI 48150

13000 Newburgh Rd.

CORRECTIONS

TOTAL BID AMOUNT

Tabulation for Bids Received on 3/18/15

Charter Township of Ypsilanti, Washtenaw County, State of Michigan

Veterans Drive Road Design

H:\Municipal\ Group Operations\Bid Tabs\Ypsi Twp\fbidtab 0098-13-0040 2015.xls]Sheet1

\$804,826.10

\$822,450.32

\$823,501.20

\$798,845.25

\$672,981.81

Bidder's multiplication error corrected

Bidder's total adjusted to reflect corrections.

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) 484-4700

Fax: (734) 484-5156

# **MEMORANDUM**

To: Township Board

From: Jeff Allen, Residential Services Manager

Date: April 2, 2015

Subject: Approve the contract with OHM engineers to oversee the Veterans Drive

reconstruction in the amount not to exceed \$79,600 and authorize the signing of the agreement by the Supervisor and Clerk and to be charged

to account #101-970-000-976-007.

Attached you will find a quote from OHM to oversee the reconstruction of a portion of Veterans Drive. OHM designed and bid out the project on our behalf, and Anglin Civil was the low bidder. As you can see this price includes staking, engineering, materials testing services, and oversight on the project of up to 60 hours per week for 6 weeks. OHM has held their pricing to their 2009 price chart.

Please note, this project runs from the area near the Vietnam Memorial south to the library parking lot/drive. It does not include the entrance area to the Civic Center off Huron River Drive and the next 800 feet of road and curb.

The goal would be to begin this project shortly after the May 5<sup>th</sup> election date with completion this summer.



ARCHITECTS. ENGINEERS. PLANNERS.

March 23, 2015

#### Charter Township of Ypsilanti

7200 S. Huron River Drive Ypsilanti, MI 48197

Attention: Mr. Jeff Allen

Residential & Environmental Services Director

Regarding: Veterans Drive Construction

**Proposal for Construction Services** 

Dear Mr. Allen:

OHM Advisors is pleased to submit this proposal for construction services for Veterans Drive Road Construction project in the Charter Township of Ypsilanti.

#### **PROJECT UNDERSTANDING**

We understand that this will be an extension project of the existing road and pathway between the Civic Center parking lot and the Ypsilanti District Library. The project was identified as a need when the Township was approached by the Ann Arbor Area Transportation Authority (AAATA) requesting a suitable road to add a bus stop for the Civic Center building. The proposed road extension includes removing the existing gravel drive and straightening the alignment of the road for bus access.

The construction services will be a collaborative effort with G2 Consulting Group (G2). OHM Advisors will be responsible for the construction services, inspection, and overall contract administration. G2 will be responsible for the material testing and trench density testing.

#### **SCOPE OF SERVICE**

(Construction Layout, Construction Observation, -Materials Testing, Construction Engineering, and Contract Administration)

#### **Construction Layout**

OHM Advisors will provide construction survey layout services for the placement of the new road including curb and gutter, sidewalk, bus stop and storm water pipe system. This will include initial placement of the stakes and if removed by the contractor, one (1) additional staking.

#### **Construction Observation**

OHM Advisors will provide full time on-site construction observation services for all storm water and paving activities. For this proposal, we anticipate 6 weeks (6 day work weeks and 10 hour days) that will require full time inspection. This also includes supervision of inspection and coordination time prior to the project and part time inspection at the end of the project. If the contractor requires more time than this for the major items of work, additional fees may be required. Coordinating materials testing services will also be included under construction observation. Part time observation will be performed for various restoration activities (e.g. landscape, lawns, striping, etc.).



#### Construction Engineering

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

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

#### **Construction Administration**

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

- Assisting the Owner in reviewing and processing periodic payment estimates for the contractor.
- Assisting with the preparation of change orders and a final balancing change order.
- Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and confirmation of the resolution for punch list items.
- Supplying the Owner with a project record, including inspection reports, sketches and all other pertinent information after the completion of the project.

#### **FEE SCHEDULE**

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with our 2009 Rate Schedule. Invoices will be sent monthly as work is performed.

| Contract Administration         | \$4,800                         |
|---------------------------------|---------------------------------|
| Construction Engineering        | \$11,800                        |
| G2 Services (Materials Testing) | \$18 <b>,</b> 600               |
| TOTAL                           | \$79,600 (Hourly not to exceed) |

#### **DELIVERABLES**

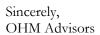
A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the IDRs (with sketches) for record information.

#### **BASIS OF PAYMENT**

OHM Advisors will invoice the Township once a month on an hourly not to exceed basis.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please don't hesitate to contact us.

Jeff Allen – Residential & Environmental Services Director March 23, 2015 Page 3 of 3  $\,$ 



Matthew D. Parks, P.E.

Attachments: Exhibit 1 – Township Standard Terms and Conditions

# Charter Township of Ypsilanti Veterans Drive Construction

| Accepted By:  |  |  |
|---------------|--|--|
| Printed Name: |  |  |
| Title:        |  |  |
| Date:         |  |  |