

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SPECIAL BOARD MEETING THURSDAY, NOVEMBER 9,
2017**

Supervisor Stumbo called the meeting to order at approximately 6:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

NEW BUSINESS

1. BUDGET AMENDMENT #15

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #15 (see attached).

The motion carried unanimously.

2. REQUEST OF DAWN FARM FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Dawn Farm for Local Governing Body Resolution for Charitable Gaming License (see attached).

Olivia Vigiletti, Development Director for Dawn Farm gave an overview of the charity event being planned. Supervisor Stumbo questioned whether the resolution should be approved by Ypsilanti Township if the event was being held in another area. Ms. Vigiletti stated that it was her understanding the resolution would be approved by Ypsilanti Township, because that is where Dawn Farm is located.

The motion carried unanimously.

3. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER FOR AUTHORIZATION TO APPLY FOR THE BUILDING HEALTHY COMMUNITIES PROJECT GRANT THROUGH WASHTENAW COUNTY PUBLIC HEALTH

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to authorize the application for the Building Healthy Communities Project Grant through Washtenaw County Public Health.

Angela Verges gave an overview of the grant. She stated this grant will help to fund the Safe Routes to Parks Project that the Recreation Department is working on with the New West Willow Neighborhood Association. Ms. Verges stated they had

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 9, 2017 SPECIAL MEETING
PAGE 2**

applied for approximately \$4,800.00 and if received the funding would be used to update signage, add picnic tables and mulch to a playground in West Willow.

The motion carried unanimously.

4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF CONTRACT EXTENSION WITH LOOKING GOOD LAWNS FOR VEGETATION AND CLEAN UP ABATEMENT FOR A PERIOD OF FIVE YEARS FROM 2018 TO 2022

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Contract Extension with Looking Good Lawns for Vegetation and Clean Up Abatement for a Period of Five Years from 2018 to 2022 (see attached).

Michael Radzik, OCS Director stated the contract extension will be for the same pricing as the current 2016-2017 contract, which will mean the Township will have worked with Looking Good Lawns for seven years without a price increase. He stated the relationship with Looking Good Lawns has been very good for the previous two years. Mr. Radzik also stated that the Residential Services Dept. sometimes uses the company to mow areas they are responsible for taking care of. Mr. Radzik stated that Dennis Dillon from Looking Good Lawns was present at the meeting. Mr. Dillon stated his company is happy to continue the working relationship with the Township.

The motion carried unanimously.

5. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW BID FOR ADA ACCESSIBILITY IMPROVEMENTS AT THE CIVIC CENTER TO DENNEY CONSTRUCTION IN THE AMOUNT OF \$45,000.00, BUDGETED IN LINE ITEM #101-970-000-971-008

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to award the Low Bid for ADA Accessibility Improvements at the Civic Center to Denny Construction in the amount of \$45,000.00, budgeted in line item #101-970-000-971-008.

Jeff Allen, Residential Services Director stated that Wayde Hoppe, from Hoppe Design, the firm used to create the bid specs for the improvements, was present to answer questions. Mr. Allen stated that the request for bids were sent to several area construction firms. He also stated that the request for bids was placed on MITN and posted on our website. Mr. Allen stated that if the project was approved tonight, Denney Construction would be able to order supplies and complete the majority of the work during Christmas shutdown.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 9, 2017 SPECIAL MEETING
PAGE 3**

**6. REQUEST TO APPROVE 3-WAY CONTRACT BETWEEN YPSILANTI
TOWNSHIP, CARLISLE WORTMAN ASSOCIATES, INC. AND DMAP FOR
YPSILANTI TOWNSHIP PLACEMAKING PROJECT**

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross Williams to approve the 3-way contract between Ypsilanti Township, Carlisle Wortman Associates, Inc. and DMAP for Ypsilanti Township Placemaking Project

Supervisor Stumbo stated that this is a good project for the Township. She stated that they will conduct studies of Ecorse Rd. and Michigan Ave. Supervisor Stumbo also stated that economic development consultant Luke Bonner had communicated that he would wait until after this project is complete to start work because a lot of things he had proposed would be included in this grant.

The motion carried unanimously.

The meeting was adjourned at 7:05 P.m.

Respectfully Submitted,
Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #15**

November 9, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$141,496.00

Request to increase budget to record the revenue contribution received from Diverse Real Estate for the Manors Creekside Village installation of 2 streetlights and 2 security cameras. The special assessment district was approved by resolution no. 2017-21 & 2017-22 on September 19, 2017 and instead of the Township paying for the streetlights and cameras, Diverse Real Estate will pay for the streetlight and cameras. We will need to increase the expenditure lines as well to pay DTE for streetlights and Conti Corporation for the security cameras.

Revenues:	CONTRIBUTE - STREETLIGHTS & CAMERAS	101-000-000-675.002	\$14,897.00
			\$14,897.00
		Net Revenues	\$14,897.00
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$4,897.00
	Capital -Neighborhood Camera	101-970-000-972.000	\$10,000.00
		Net Expenditures	\$14,897.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 80 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,516.00
			\$1,516.00
		Net Revenues	\$1,516.00
Expenditures:	Accounting Salaries pay out -PTO	101-201-000-708.004	\$1,408.00
	FICA	101-201-000-715.000	\$108.00
		Net Expenditures	\$1,516.00

Request to increase budget for PTO payout for employee retiring in December. This will be half of the amount split between the two funds where employee is paid. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,083.00
			\$10,083.00
		Net Revenues	\$10,083.00
Expenditures:	Resident Services Salaries pay out -PTO	101-762-000-708.004	\$9,367.00
	FICA	101-762-000-715.000	\$716.00
		Net Expenditures	\$10,083.00

Request to increase the budget for the Civic Center project to make ADA counter and Board room seating renovations. The recommendation of the architect, Hoppe Design, is to award the project to Denney Construction. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$45,000.00
			\$45,000.00
		Net Revenues	\$45,000.00
Expenditures:	Capital Improvements	101-970-000-971.008	\$45,000.00
		Net Expenditures	\$45,000.00

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #15**

November 9, 2017

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase the budget for revenues received from Nexus for the gas pipeline settlement and increase the expenditures for legal services provided for the Nexus negotiations. This will be funded by an increase in the revenues.

Revenues:	Nexus Gas Settlement	101-000-000-675.300	\$70,000.00
			\$70,000.00
		Net Revenues	\$70,000.00
Expenditures:	Land use issues	101-950-000-801.024	\$70,000.00
			\$70,000.00
		Net Expenditures	\$70,000.00

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$10,083.00

Request to increase budget for PTO payout for employee retiring in December. This will be half of the amount split between the two funds where employee is paid. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$10,083.00
			\$10,083.00
		Net Revenues	\$10,083.00
Expenditures:	Salaries pay out -PTO	226-226-000-708.004	\$9,367.00
	FICA	226-226-000-715.000	\$716.00
			\$10,083.00
		Net Expenditures	\$10,083.00

230 - RECREATION FUND

Total Increase \$6,993.00

Request to increase Senior Recreation Center Equipment line for the conversion of a regular room into a weight room. There was a private McCalla Trust Grant given to the Recreation Center for this specific project. The grant check was received in December 2016 but the budget is just now being completed. This will be funded by an Appropriation of Prior Year Fund Balance

Revenues:	Prior Year Fund Balance	230-000-000-699.000	\$6,993.00
			\$6,993.00
		Net Revenues	\$6,993.00
Expenditures:	Senior Recreation Center Equipment	230-751-000-974.022	\$6,993.00
			\$6,993.00
		Net Expenditures	\$6,993.00

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #15**

November 9, 2017

236 - 14B DISTRICT COURT FUND

Total Increase \$400,000.00

Request to increase budget to transfer any extra fines and fees to the General Fund for year end. All Court Funds net revenue and expenditures belong to the General Fund. This will help offset prosecution and domestic violence legal fees in the General Fund. I am recommending up to an amount of \$400,000. This will be funded by an appropriation of prior year fund balance and a transfer out of the Court Fund and into the General Fund.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$400,000.00
		Net Revenues	<u>\$400,000.00</u>
Expenditures:	Transfer To General Fund	236-136-000-969.101	\$400,000.00
		Net Expenditures	<u>\$400,000.00</u>

Motion to Amend the 2017 Budget (#15):

Move to increase the General Fund budget by \$141,496 to \$11,170,446 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund by \$10,083 to \$2,629,899 and approve the department line item changes as outlined.

Move to increase the Recreation Fund by \$6,993 to \$820,966 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$400,000 to \$1,937,300 and approve the department line item changes as outlined.



State of Michigan
 Michigan Gaming Control Board
 Office of the Executive Director
 P.O. Box 30786
 Lansing, MI 48909
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a Special meeting of the Charter Township of Ypsilanti
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Supervisor Brenda Stumbo on November 9, 2017
DATE

at 6:30pm a.m./p.m. the following resolution was offered:
TIME

Moved by Clerk Karen Lovejoy Roe and supported by Treasurer Larry Doe

that the request from Dawn Inc. of Ypsilanti Township,
NAME OF ORGANIZATION CITY

county of Washtenaw, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for Approval.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: <u>7</u>	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: <u>0</u>		Nays: _____
	Absent: <u>0</u>		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the Charter Township of Ypsilanti at a Special
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on November 9, 2017.
DATE

SIGNED:

Karen Lovejoy Roe

TOWNSHIP, CITY, OR VILLAGE CLERK

Clerk Karen Lovejoy Roe

PRINTED NAME AND TITLE

7200 S. Huron River Dr. Ypsilanti, MI 48197

ADDRESS

Organization Information: Dawn Inc. 6633 Stony Creek Rd. Ypsilanti, MI 48197
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

Olivia Vigiletti, Development Director
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(734) 485-8725
PHONE NUMBER

**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 1st day of January, 2018 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.

The Township and the Contractor mutually agree to extend the 2016-17 Vegetation & Clean-Up Abatement Services contract for a period of five (5) years with no price adjustments from the original contract.

Accordingly, the 2016-17 Vegetation & Clean-Up Abatement Services contract between the Charter Township of Ypsilanti and Looking Good Lawns, LLC dated March 2, 2016 is hereby amended as follows:

3. TERM OF AGREEMENT

The contract duration is for calendar years **2018 through 2022** with no price adjustments from the original 2016-17 agreement for the term of the agreement.

All other terms and conditions remain the same as in the original contract.

A copy of the fully executed 2016-17 Vegetation & Clean-Up Abatement Services contract is attached for reference.

LOOKING GOOD LAWNS, LLC

By: 
David Dillion

Date: 10/9/17

CHARTER TOWNSHIP
OF YPSILANTI

By: 
Brenda L. Stumbo, Supervisor

Date: 11-10-17

By: 
Karen Lovejoy Roe, Clerk

Date: 11-10-17

**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 2 day of March, 2016, 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 years **2016** and **2017** with no price adjustments for the term of the agreement. The Township may at its sole discretion, but is not obligated to, negotiate a renewal and may choose to 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 2016 and 2017 mowing seasons, 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.

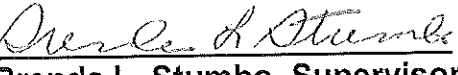
This Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the bid documents. If the contract agreement is terminated for reasons other than breach of contract by the Contractor, the contractor shall be compensated for the services provided prior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

LOOKING GOOD LAWNS, LLC


By: 
David Dillion

Date: 3/10/16

CHARTER TOWNSHIP
OF YPSILANTI

By: 
Brenda L. Stumbo, Supervisor

Date: March 2, 2016

By: 
Karen Lovejoy Roe, Clerk

Date: March 2, 2016

**CHARTER TOWNSHIP OF YPSILANTI
2016-17 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 including required perimeter, fence line, and landscaped area grass/weed trimming
 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 and/or Sunday are considered a working day(s) as agreed upon in advance. 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.*

PERMITS

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
2016-17 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	\$45.00
Premium surcharge over 10-inches	\$55.00
Improved lots >6000 sqft	\$50.00
Premium surcharge over 10-inches	\$57.00
Improved Lots >12,000 sqft	\$55.00
Premium surcharge over 10-inches	\$65.00
Unimproved Lots <6000 sqft	\$50.00
Premium surcharge over 10-inches	\$62.00
Unimproved lots >6000 sqft	\$60.00
Premium surcharge over 10-inches	\$72.00
Unimproved lots >12,000 sqft	\$70.00
Premium surcharge over 10-inches	\$80.00
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 quantities per 0.50 cubic yards	\$7.00