

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF REGULAR MEETING  
DECEMBER 4, 2018**

Supervisor Stumbo called the meeting to order at approximately 7:04 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

**Members Present:** Supervisor 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

**PUBLIC HEARING**

**A. 7:00 – RESOLUTION 2018-34, 2019 FISCAL YEAR BUDGET (PUBLIC HEARING SET AT THE NOVEMBER 20, 2018 REGULAR MEETING)**

**Public Hearing Opened at 7:06 p.m.**

Supervisor Stumbo stated here had been several Work Sessions in which the Budget had been discussed at length.

**Public Hearing Closed at 7:07 p.m.**

Clerk Lovejoy Roe read Resolution 2018-34, 2019 Fiscal Year Budget into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2018-34, 2019 Fiscal Year Budget as presented. (See Attached)**

Supervisor Stumbo presented a review of the 2019 Budget. She stated 2019 projections indicated Taxable Values had increased 7.4%, State Shared Revenue had increased 1.6% and Expenditures for Employees included a 3% Wage Increase, Health Care increased 22.4%, Dental Care Rates increased 10%, Vision increased 15%, the first increase for several years, Disability Rates decreased, Life Insurance Rates increased \$29.00 per person, the annual contribution for MERS increased 1.1% with funds budgeted to pay extra for MERS to increase the funded amount with 73% being funded currently, OPEB Retiree Health Care contribution increased 4.89% increase with an increase ratio of 51.6%. She stated the Fire Pension had the largest increase of unfunded liability due to the Mortality Improvement Scale, which indicated people are living longer, therefore bringing about that increase, since we were funded at 86% and now it is down to 79% funded. She said we proposed adding 5 positions, restoring some positions that were eliminated in 2008 through 2010, and budgeting for the Public Services Superintendent that has been vacant for almost a year now.

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The motion carried unanimously.

**PUBLIC COMMENTS**

There were no Public Comments.

**CONSENT AGENDA**

**A. MINUTES OF THE NOVEMBER 20, 2018 WORK SESSION, CLOSED SESSION  
AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

**1. STATEMENTS AND CHECKS FOR DECEMBER 4, 2018 IN THE AMOUNT OF  
\$269,953.55**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Consent Agenda.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters reported the 14B District Court AFSCME negotiations had been concluded, and the contract had been tentatively approved. He stated that contract, would be presented to the Board at the December 18, 2018 Board Meeting. He stated all the AFSCME and Teamster contracts had now been approved, subject to ratification and approval of the Board and negotiations would now begin on the Firefighter's contract.

Attorney Winters reported a very positive meeting with Ypsilanti Community Schools Facilities Director, Steve Burgess, and that a demolition contract was ready for Kettering and Thurston Elementary Schools. He stated he had requested the bronze dedication plaques be preserved since they were historical markers regarding the Willow Run School District, which validated people that were dedicated to this community as far back as the 1950's.

Attorney Winters stated in regard to Kettering School, he had spoken with the attorney for the Ypsilanti Community Schools and said a deadline of December 24, 2018 to see if the current occupant of the school could obtain alternative financing, but that did not preclude the Township's Notice of Violation regarding Fire Suppression.

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Attorney Winters provided an update regarding Forbes Cleaners. He stated a conference call was scheduled with State officials and the consultant to get the release of funds to go forward with the demolition and remediation of that property.

Attorney Winters encouraged the Board to do a “look back” in January to see how many Padlock lawsuits had been initiated over the last several years and the success of this ongoing tool for Neighborhood Stabilization.

Attorney Winters reported \$176,400.00 had been received from TowerPoint Capital for the cell tower located at 2801 Holmes Rd. as well as the \$18,900.00 received in August of this year from Towerpoint Capital.

Attorney Winters provided a brief overview of his research regarding a street sweeper.

Attorney Winters provided an update regarding Phase II of the Rivergrove Development and also stated that the Township needed a marketable title of the Rivergrove property in order to finalize the RFP the Township Board had approved.

Attorney Winters updated the Board regarding Evan Pratt’s efforts to establish a Regional Recycling Center on a countywide basis.

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF RESOLUTION 2018-30, PROPOSED ORDINANCE 2018-483, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE SO AS TO CONDITIONALLY REZONE 3160 WEST MICHIGAN AVENUE (20.57 ACRES), PARCEL ID K-11-18-340-001, FROM ITS CURRENT RM-2 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT TO B-3 (GENERAL BUSINESS) ZONING DISTRICT WITH VOLUNTARY PROHIBITION OF AUTOMOTIVE USES AS DEFINED IN TOWNSHIP ZONING ORDINANCE SECTION 306 AND AS DESCRIBED IN A CONDITIONAL ZONING AGREEMENT AND REQUEST TO APPROVE A CONDITIONAL ZONING AGREEMENT BETWEEN MIODRAG RAKIC OR HIS ASSIGNEE AND THE CHARTER TOWNSHIP OF YPSILANTI TO BE RECORDED WITH THE WASHTENAW COUNTY REGISTER OF DEEDS (1<sup>ST</sup> READING HELD AT THE OCTOBER 16, 2018 REGULAR MEETING)**

Clerk Lovejoy Roe read Resolution 2018-30, Proposed Ordinance 2018-438, an Ordinance Amending Ordinance No. 74, Township Zoning Ordinance into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to approve 2<sup>ND</sup> READING OF RESOLUTION 2018-30, PROPOSED ORDINANCE 2018-483, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE SO AS TO CONDITIONALLY REZONE 3160 WEST MICHIGAN AVENUE**

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**(20.57 ACRES), PARCEL ID K-11-18-340-001, FROM ITS CURRENT RM-2 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT TO B-3 (GENERAL BUSINESS) ZONING DISTRICT WITH VOLUNTARY PROHIBITION OF AUTOMOTIVE USES AS DEFINED IN TOWNSHIP ZONING ORDINANCE SECTION 306 AND AS DESCRIBED IN A CONDITIONAL ZONING AGREEMENT AND REQUEST TO APPROVE A CONDITIONAL ZONING AGREEMENT BETWEEN MIODRAG RAKIC OR HIS ASSIGNEE AND THE CHARTER TOWNSHIP OF YPSILANTI TO BE RECORDED WITH THE WASHTENAW COUNTY REGISTER OF DEEDS (See Attached)**

Charlotte Wilson, Planning and Development Coordinator provided a brief overview of the Rezoning Agreement for the main purpose of creating an Indoor/Outdoor Tennis Facility.

Tom Shostech, Requesting Petitioner stated this was a sports complex primarily dealing with tennis and cross training.

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

The motion carried unanimously.

**NEW BUSINESS**

- 1. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE AND THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY FORM FOR FUNDING FOR DESIGN AND BIDDING OF A BUS STOP SHELTER AT SCHOONER COVE AND S. HURON RIVER DR.**

Attorney Winters stated the agreement was in proper form.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to approve the Agreement with Washtenaw County for Subaward of Federal Financial Assistance and the Federal Funding Accountability and Transparency Form for Funding for Design and Bidding Of A Bus Stop Shelter At Schooner Cove and S. Huron River Drive. (See Attached).**

**A Friendly Amendment was added, if necessary, to include easement work by Trustee Jarrell Roe.**

The motion and Amendment carried unanimously.

- 2. REQUEST TO APPROVE PROFESSIONAL SERVICE CONTRACT BETWEEN YPSILANTI TOWNSHIP AND THE HURON RIVER WATERSHED COUNCIL FOR A TERM OF JANUARY 1, 2019 TO DECEMBER 31, 2023 TO BE BUDGETED YEARLY IN LINE ITEM #101-780-000-001-000**

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**A motion was made by Treasurer Doe, supported by Trustee Wilson to approve Professional Service Contract between Ypsilanti Township and the Huron River Watershed Council for a Term of January 1, 2019 to December 31, 2023 to be Budgeted Yearly in Line Item #101-780-000-001-000. (See Attached).**

Rick Lawson, Watershed Planner with Huron River Watershed Council provided a brief overview of the contract and explained there were significant changes to the work plan.

Supervisor Stumbo asked if PFAS was addressed with this contract.

Rick Lawson responded it was not in this plan but the Watershed Council was working with partners to have it all cleaned up and resolved.

Supervisor Stumbo addressed the issue of a slimy substance that had washed up at a residence that had been forwarded to the Council's attention. She asked if that was something they investigated. Mr. Lawson stated sometimes it was appropriate for them to respond, but it was often appropriate for MDEQ, Water Resources Commission or sometimes the Road Commission so it generally got forwarded to the appropriate agency. Supervisor Stumbo asked if he was familiar with the incident to which he responded that MDEQ had done fairly extensive sampling this year and for 2017, for microstenson toxic algae but he believed it was contained in that cove and was determined not to be the toxic algae. He stated he would follow up.

**The motion carried unanimously.**

- 3. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OHM TO PROVIDE DESIGN SPECIFICATION, BID PACKAGE AND OVERSEE BIDDING FOR REPLACEMENT OF THE EMERGENCY GENERATOR AT THE LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$18,900.00 BUDGETED IN LINE ITEM #266-301-000-931-015**

**A motion was made by Trustee Eldridge, supported by Treasurer Doe for Approval of a Professional Services Agreement with OHM to Provide Design Specification, Bid Package and Oversee Bidding for Replacement of the Emergency Generator at the Law Enforcement Center in the Amount of \$18,900.00 Budgeted in Line Item #266-301-000-931-015 (See Attached).**

Michael Radzik, OCS Director provided a brief overview of the Agreement with OHM.

**The motion carried unanimously.**

- 4. REQUEST TO APPEAL YPSILANTI TOWNSHIP FREEDOM OF INFORMATION ESTIMATED PROCESSING FEE.**

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Clerk Lovejoy Roe explained according to our Policies and Procedures we adopted we need to either waive the fee, reduce the fee, use a written determination indicating the basis that supports the fee, or uphold the fee and issue a written determination.

**A motion was made by Trustee Stan Eldridge, supported by Trustee Wilson to discuss the Appeal of Ypsilanti Township Freedom of Information Estimated Processing Fee. All agreed to discuss the issue.**

Trustee Eldridge voiced his opinion that the lowest paid person to search emails would be the Deputy for the Elected Official indicated. He also discussed the contracted labor cost and the rate was higher than highest possible of \$48.90 per hour.

Clerk Lovejoy Roe stated that the specific language that Trustee Eldridge was referring to in the policy was in reference to contracting for outside labor, such as if an attorney were hired, or an engineer for OHM, \$48.90 would be the highest fee that could be charged. She said it was not in reference to labor charges for internal employees.

Treasurer Doe asked why the FOIA Fee couldn't be waived if a Union Rep was requesting information to prove or disprove a grievance case.

Supervisor Stumbo stated the Board could waive the fee.

Trustee Eldridge suggested, in this instance to provide the material requested at no cost since, in his opinion we didn't follow the policy we already had in place.

Trustee Ross-Williams offered a point of clarification regarding Section 6 under Waiver of Fees stating the Township Board may specify records or types of records to be made available for no charge.

Trustee Jarrell Roe stated waiving the fee this one time, for labor relations purposes, would set a precedence in reference to Section 6 so the Board would need to revisit this policy.

Attorney Winters explained there were two different sections being discussed. If you were using Section 6 in which the Township Board chose specific records then a precedence would be set but Section 9 was on a case by case basis and therefore not subject to setting a precedence.

**A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams that under the appeal of an excessive FOIA processing fee, to waive the fees because it did not follow the policy of charging the lowest wage of the employee capable of doing the work.**

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Clerk Lovejoy Roe stated the request had not yet been filled so there hadn't been a charge and the person that made the request said they would just review the documents.

**A motion was made by Trustee Jarrell Roe, supported by Trustee Ross-Williams to end debate on this discussion. A roll call vote was taken:**

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>No</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to waive the fee for the FOIA request since the costs that were estimated exceeded the policy regarding the labor costs being affiliated to a capable employee to perform the duties in looking at Section 9 of the Township Policy, bullet point 2 on the final page, which indicates we have the right to waive the fee if believed to be excessive.**

**The motion carried.**

Clerk Lovejoy Roe stated there needed to be clarification from Karen Wallin, HR Director because Travis McDugald, IS Manager indicated he had been instructed that he could only provide a Data Dump to Karen Wallin.

Clerk Lovejoy Roe requested Myla Harris to send her an email clarifying how she wanted the information.

**5. RESOLUTION 2018-33, 2019 BOARDS AND COMMISSIONS  
APPOINTMENTS AND RE-APPOINTMENTS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2018-33, 2019 Boards and Commissions Appointments and Re-Appointments. (See Attached)**

**The motion carried unanimously.**

**6. RESOLUTION 2018-40, PARTICIPATION IN THE REDEVELOPMENT READY  
COMMUNITIES (RRC) PROGRAM**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Resolution 2018-40, Participation in the Redevelopment Ready Communities (RRC) Program. (See Attached)**

**The motion carried unanimously.**

**7. BUDGET AMENDMENT #17**

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**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #17. (See Attached)**

**The motion carried unanimously.**

**OTHER BUSINESS**

**A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Adjourn.**

**The motion carried unanimously.**

The meeting was adjourned at 8:09 p.m.  
Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



## Resolution No. 2018-34

### Charter Township of Ypsilanti 2019 Fiscal Year Budget

**WHEREAS** the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2019; and

**WHEREAS** the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on December 4, 2018 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

**WHEREAS** the Township Board has reviewed the proposed tax rates and budgets,

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti Board of Trustees adopts the 2019 Fiscal Year Budget by cost center, as follows:

**Expenditures:**

**General Fund - Fund 101**

101	Township Board	\$	158,065
137	Due Process		355,000
171	Supervisor		327,735
201	Accounting		333,288
202	Independent Auditing		33,900
209	Assessing		431,952
210	Legal Services		250,000
215	Clerk		522,795
227	Human Resources		327,712
247	Board of Review		2,038
253	Treasurer		435,931
265	Building Operations		685,363
266	Computer Support		704,449
267	General Services		156,900
371	Community Development		215,595
400	Planning Commission		6,873
410	Zoning Board of Appeals		3,345
446	Highways and Streets		291,112
728	Economic Development		101,462
762	RSD Administration		65,846
774	RSD Park and Grounds		786,298
780	RSD Storm Water Management		28,000
851	Fringes and Insurance		7,950
950	Community Stabilization		1,135,000
956	Other Functions		877,495
970	Capital Outlay		243,000
999	Other Financing Uses		406,000
<b>Total General Fund Expenditure by Department:</b>			<b>\$ 8,893,104</b>

**Fire Department - Fund 206**

206	Fire Department	\$	3,739,402
220	Civil Service Commission		14,520
852	Pension and Insurance		1,766,038
970	Capital Outlay		675,000
975	Federal Grant Department		-
<b>Total Fire Department Fund by Department</b>			<b>\$ 6,194,960</b>

**Parks Commission - Fund 208**

**Total: \$ 6,973**

**Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212**

212	BSR II-Operations	\$	825,085
230	BSR II-Recreation		0
584	BSR II-Golf Course		0
970	Capital Outlay		145,960
991	Debt Service		654,500
<b>Total BSR II Fund by Department</b>			<b>\$ 1,625,545</b>

**Environmental Services - Fund 226**

**Total: \$ 3,017,029**

**Recreation - Fund 230**

**Total: \$ 811,263**

**14B Court - Fund 236**

**Total: \$ 1,805,815**

Housing & Business Inspection - Fund 248	Total:	<u>\$ 293,707</u>
Building Department - Fund 249	Total:	<u>\$ 854,557</u>
Local Development Finance Authority - Fund 250	Total:	<u>\$ 225,270</u>
Hydro Station - Fund 252	Total:	<u>\$ 443,974</u>
<b>Law Enforcement - Fund 266</b>		
301 Sheriff Services		\$ 7,255,462
304 Ordinance		405,244
<b>Total Law Enforcement Fund by Department</b>	<b>Total:</b>	<b><u>\$ 7,660,706</u></b>
Debt 2006 Bond - Fund 398	Total:	<u>\$ 234,840</u>
Golf Course - Fund 584	Total:	<u>\$ 757,022</u>
Compost - Fund 590	Total:	<u>\$ 564,565</u>
Motor Pool - Fund 595	Total:	<u>\$ 245,132</u>
Nuisance Abatement - Fund 893	Total:	<u>\$ 28,597</u>
	<b>Grand Total:</b>	<b><u>\$ 33,663,059</u></b>

BE IT FURTHER RESOLVED that the revenues, transfers in and appropriations of prior year fund balances are estimated as follows:

Revenues:

Revenues	\$ 8,749,624	
Transfer-in	181,865	
Appropriation of prior year fund balance	-	
<b>General Fund - 101</b>	<b>Total:</b>	<b><u>\$ 8,931,489</u></b>
Revenues	\$ 6,402,585	
Transfer-in	-	
Appropriation of prior year fund balance	-	
<b>Fire Department Fund - 206</b>	<b>Total:</b>	<b><u>\$ 6,402,585</u></b>
Revenues	\$ 7,000	
Transfer-in	-	
Appropriation of prior year fund balance	-	
<b>Parks Commission Fund - 208</b>	<b>Total:</b>	<b><u>\$ 7,000</u></b>
Revenues	\$ 1,298,545	
Transfer-in	327,000	
Appropriation of prior year fund balance	-	
<b>Bike Path, Sidewalk, Recreation, Roads, Operations - 212</b>	<b>Total:</b>	<b><u>\$ 1,625,545</u></b>
Revenues	\$ 2,774,347	
Transfer-in	-	
Appropriation of prior year fund balance	242,682	
<b>Environmental Services Fund - 226</b>	<b>Total:</b>	<b><u>\$ 3,017,029</u></b>
Revenues	\$ 309,600	
Transfer-in	501,663	
Appropriation of prior year fund balance	-	
<b>Recreation Fund - 230</b>	<b>Total:</b>	<b><u>\$ 811,263</u></b>
Revenues	\$ 1,807,324	
Transfer-in	-	
Appropriation of prior year fund balance	-	
<b>14B Court - 236</b>	<b>Total:</b>	<b><u>\$ 1,807,324</u></b>

Revenues	\$	275,700	
Transfer-in		-	
Appropriation of prior year fund balance		18,007	
<b>Building Rental Inspection Fund - 248</b>	<b>Total:</b>	<b>\$</b>	<b>293,707</b>
Revenues	\$	858,500	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Building Department Fund - 249</b>	<b>Total:</b>	<b>\$</b>	<b>858,500</b>
Revenues	\$	225,570	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Local Development Finance Authority Fund - 250</b>	<b>Total:</b>	<b>\$</b>	<b>225,570</b>
Revenues	\$	402,000	
Transfer-in		79,000	
Appropriation of prior year fund balance		-	
<b>Hydro Station Fund - 252</b>	<b>Total:</b>	<b>\$</b>	<b>481,000</b>
Revenues	\$	7,663,576	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Law Enforcement Fund- 266</b>	<b>Total:</b>	<b>\$</b>	<b>7,663,576</b>
Revenues	\$	226,270	
Transfer-in		-	
Appropriation of prior year fund balance		8,570	
<b>Debt 2006 Bond Fund - Fund 398</b>	<b>Total:</b>	<b>\$</b>	<b>234,840</b>
Revenues	\$	513,600	
Transfer-in		213,422	
Appropriation of prior year fund balance		30,000	
<b>Golf Course Fund - 584</b>	<b>Total:</b>	<b>\$</b>	<b>757,022</b>
Revenues	\$	479,600	
Transfer-in		-	
Appropriation of prior year fund balance		84,965	
<b>Compost Site Fund - 590</b>	<b>Total:</b>	<b>\$</b>	<b>564,565</b>
Revenues	\$	263,897	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Motorpool Fund - 595</b>	<b>Total:</b>	<b>\$</b>	<b>263,897</b>
Revenues	\$	30,000	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Nuisance Abatement Fund - 893</b>	<b>Total:</b>	<b>\$</b>	<b>30,000</b>
	<b>Grand Total:</b>	<b>\$</b>	<b>33,974,912</b>

**BE IT FURTHER RESOLVED** that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the effected Department Director and/or the Accounting Director; and

**BE IT FURTHER RESOLVED** that increases to fund budgets must be authorized by the Township Board; and

**BE IT FURTHER RESOLVED** that the following property tax revenues and tax rates be authorized and that the Township Treasurer is ordered to levy such funds and rates, and collect and deposit to the various specific uses and funds as required by ordinance or resolution;

**Levied Property Tax Revenues and Rates:**

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0167	\$ 1,312,208
Fire Department	3.0962	\$ 3,996,122
Fire Capital	0.5000	\$ 645,327
Solid Waste	2.1351	\$ 2,755,675
Law Enforcement	5.8952	\$ 7,608,662
Bike Path, Sidewalk, Recreation, Roads, Operator	0.9966	\$ 1,286,266
<b>Operating Total:</b>	<u>13.6398</u>	<u>\$ 17,604,259</u>
<u>Debt</u>		
Fire Pension	1.3712	\$ 1,769,744
<b>Debt Total:</b>	<u>1.3712</u>	<u>\$ 1,769,744</u>
<b>Grand Total:</b>	<u><b>15.0110</b></u>	<u><b>\$ 19,374,002</b></u>

**BE IT FURTHER RESOLVED** that the Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-34 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 4, 2018.



Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION 2018-30**

**(In Reference to Ordinance 2018-483)**

**Rezoning of 3160 West Michigan  
Ave**


**Whereas**, at its regularly scheduled meeting held **September 25, 2018**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a voluntary conditional rezoning request pursuant to MCL 125.3405 for a certain parcel of property comprising 20.570 acres, commonly identified as 3160 West Michigan Avenue, Parcel ID K-11-18-340-001, from the RM-2 (Multiple- Family Residential) zoning district to the B-3 (General Business) zoning district with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 and as described in a Conditional Zoning Agreement to be recorded with the Washtenaw County Register of Deeds; and

**Whereas**, proposed Ordinance No. 2018-483 rezones 3160 West Michigan Avenue, Parcel ID K-11-18-340-001, from RM-2 District to B-3 District zoning classification with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 and as described in a Conditional Zoning Agreement to be recorded with the Washtenaw County Register of Deeds; and

**Whereas**, the Township Board of Trustees agrees that the rezoning is appropriate.

**Now Therefore, Be it resolved** that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2018-483 attached hereto, by reference, in its entirety.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 4, 2018.

  
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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## ORDINANCE 2018-483

***An Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, So As To Rezone 3160 West Michigan Avenue, being Parcel ID K-11-18-340-001, From Its Current RM-2 (Multi-Family Residential) District Zoning Classification to B-3 (General Business) District Zoning Classification with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306***

***The Charter Township of Ypsilanti hereby ordains*** that Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 20.570 acres of land located at 3160 West Michigan Avenue, also known as Parcel ID K-11-18-340-001, and more particularly described as follows:

See attached legal description labeled "Attachment A" shall be rezoned from its current RM-2 (Multi-Family Residential) District zoning classification to the B-3 (General Business) District zoning classification with prohibition of automotive uses by Conditional Zoning Agreement as defined in Township Zoning Ordinance Section 306, which was voluntarily requested by the Applicant.

The Zoning Map, as incorporated by reference, in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore- described parcel of property from its RM-2 District zoning classification to the B-3 District zoning classification with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306.

### **Severability**

In the event that any one or more sections, provisions,

phrases or words of this ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

**Publication**

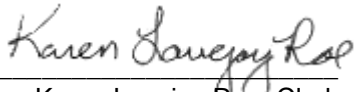
This Ordinance shall be published in a newspaper of general circulation as required by law.

**Effective date**

This Ordinance shall become effective upon:

- 1) Approval by the Ypsilanti Township Board of Trustees of the Conditional Rezoning Agreement applicable to Parcel ID K-11-18-340-001; and
- 2) Recording the Conditional Rezoning Agreement with the Washtenaw County Register of Deeds;
- 3) Receipt by the Township Clerk of a certified copy of the Conditional Rezoning Agreement; and
- 4) Publication of this ordinance in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-483 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on December 4, 2018 after first being introduced at a Regular Meeting held on October 18, 2018. The motion to approve was made by member Roe and seconded by Ross Williams YES: Stumbo, Roe, Doe, Eldridge, Wilson, Jarrell Roe, Ross Williams ABSENT: None NO: None ABSTAIN: None.

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

Published: Thursday, December 13, 2018

# “ATTACHMENT A”

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## PROPERTY DESCRIPTION:

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Part of the West 1/2 of Section 18, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 375.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 67 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeasterly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 seconds West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning, and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

Parcel Number: K -11-18-340-001 ALSO KNOWN AS 3160 WEST MICHIGAN

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**COUNTY OF WASHTENAW, MICHIGAN**

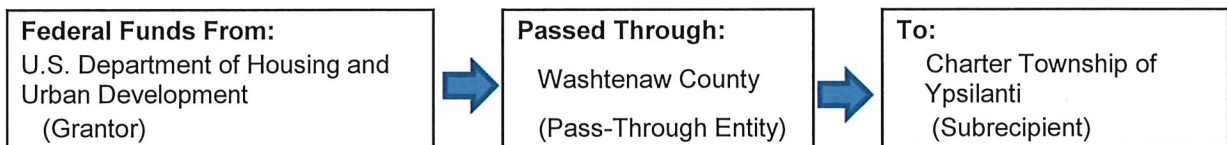
**Agreement for Subaward of Federal Financial Assistance**

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this **1<sup>st</sup> day of November, 2018**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the Charter Township of Ypsilanti**, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program** as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	\$15,000 - B-16-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2016 – September 1, 2016
Subaward Period of Performance (start and end date)	11/1/2018-6/30/2019
Amount of Federal Funds Obligated by this Agreement	\$15,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$15,000.00
Total Amount of the Federal Award	2016 – \$1,858,189.00

Federal Award <b>Project Description</b> (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2016-2017 CDBG funds for the eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Design includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing stormwater management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2016-2017 Urban County CDBG funding, **not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**, in accordance with the budget in Attachment B.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,

2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

#### ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to Tara Cohen, CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports *as requested to Deb Truhn*. The Subrecipient shall submit programmatic reports *as requested to Tara Cohen*.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

#### ARTICLE V - TERM

This agreement begins on **November 1, 2018** and ends on **June 30, 2019, with an option to extend an additional 6 months**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

#### ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

#### ARTICLE X - INDEMNIFICATION AGREEMENT

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

#### ARTICLE XI- INSURANCE REQUIREMENTS

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

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

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

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, Contract # \_\_\_\_\_**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

#### ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE XIV - CONTINGENT FEES

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

#### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

#### ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$13.22 per hour with benefits or \$14.75 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2019 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

#### ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

#### ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

#### ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

#### ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION



All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

#### ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

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

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

#### ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

#### ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO: WASHTENAW COUNTY (Pass-Through Entity)

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

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT: Charter Township of Ypsilanti (Subrecipient)

By: \_\_\_\_\_  
Teresa Gillotti (DATE)  
Interim Director

BY: Brenda Stumbo 12/5/18  
Brenda Stumbo (DATE)  
Township Supervisor December 5, 2018

By: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE)  
Township Clerk December 5, 2018

APPROVED AS TO FORM:

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

**STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

*Orinda C. Stumbo / Karen Kovajec*  
Signature of Subrecipient's Authorized Representative  
Charter Twp. of Upsilanti  
Name of Subrecipient Organization

*Supervisor / Clerk*  
Title of Subrecipient's Authorized Representative  
December 5, 2018  
Date Submitted

Contract # \_\_\_\_\_

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Charter Twp. of Ypsilanti  
Name of Subrecipient Organization

Brenda L. Stumbo / Karen Lovejoy Roc  
Printed Name and Title of Subrecipient's Authorized Representative  
Supervisor | Clerk

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

December 5, 2018  
Date

## Subrecipient Audit Certification

### Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: Community Development Block Grant Program CFDA Number: \_\_\_\_\_

**Subrecipient Information:**

Organization Name: Charter Township of Ypsilanti  
Street Address: 7200 S. Huron River Dr.  
City, State, Zip Code: Ypsilanti MI 48197  
Independent Audit Firm: Post, Smythe, Lutz and Ziel, LLP  
Certification for Fiscal Year Ending (mm/dd/yyyy): June 1, 2018

(Check appropriate box):

- I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.
  
- I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Brenda L. Stumbo / Karen Lovejoy Roe Dec. 5, 2018  
Signature of Subrecipient's Authorized Representative Date

For Washtenaw County Use Only

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

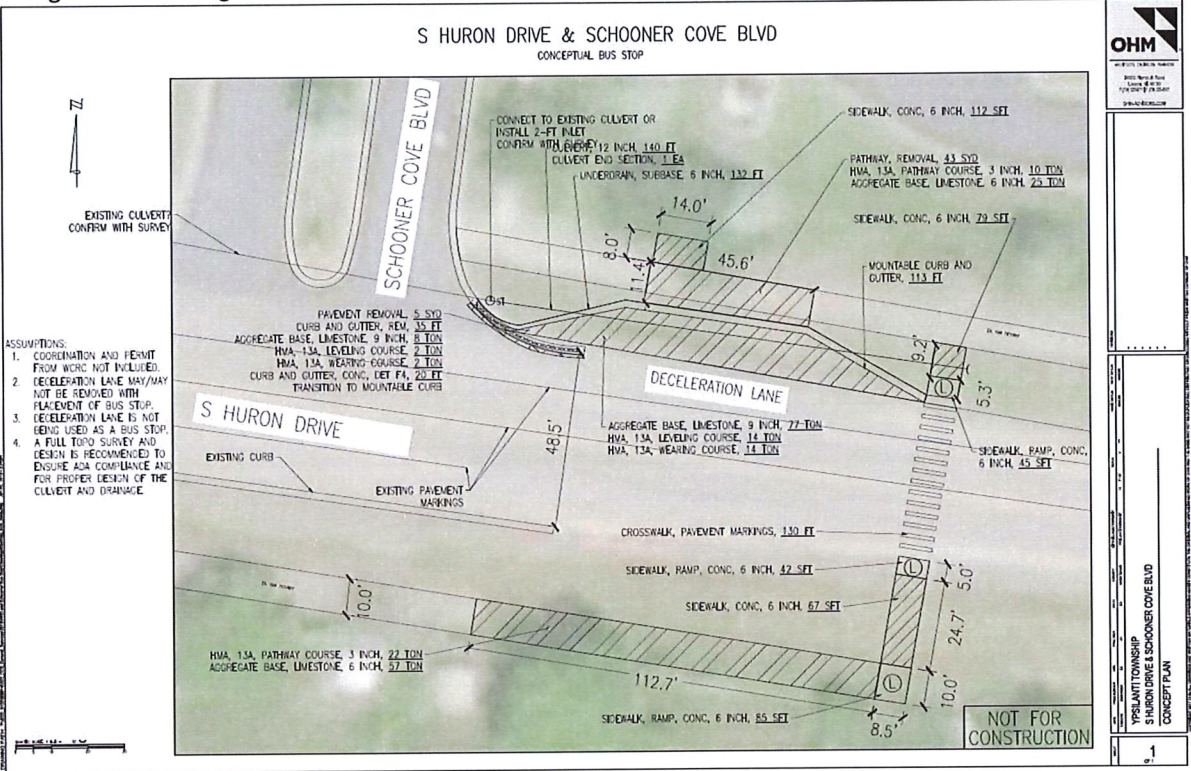


**ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE**

**NARRATIVE DESCRIPTION/ SCOPE OF WORK:**

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove and S. Huron River Drive in the Charter Township of Ypsilanti. These activities will be paid for with 2016 CDBG funding in accordance with the budget in Attachment B.

Below is a conceptual sketch provided by Orchard, Hiltz & McCliment, Inc. (OHM), upon which design and bidding assistance activities will be based.



Contract # \_\_\_\_\_

**PROJECT TIMELINE:**

Per OHM's design proposal (see Attachment C), the project is expected to be awarded in October with plans completed by November 5th, 2018. Construction plans will then be started once the concept is approved by the township and OCED. Final bidding will be coordinated with the optimal bidding months of January or February. It is anticipated that the bid will be awarded sometime in March for April/May 2019 construction.

**ATTACHMENT B- PROJECT BUDGET**

**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** in 2016-2017 CDBG Funds according to the budget below:

**PROJECT BUDGET:**

<b>Schooner Cove Bus Stop Enhancement Project DESIGN Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts	
CDBG (2016) - allocation	\$15,000
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$15,000</b>
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$15,000
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	
<b>Total Expenditures</b>	<b>\$15,000</b>

Contract # \_\_\_\_\_

**ATTACHMENT C- OHM PROPOSAL TO YPSILANTI TOWNSHIP FOR  
PROFESSIONALLY ENGINEERING DESIGN SERVICES (WITH RATE  
SCHEDULE AND STANDARD TERMS & CONDITIONS)**



September 17, 2018

Ms. Brenda Stumbo  
Township Supervisor  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Updated Proposal for Bus Stop at Schooner Cove Boulevard and S. Huron River Drive  
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the proposed Bus Stop at Schooner Cove and S. Huron River Drive. This proposal provides key personnel information, OHM Advisors' project understanding, scope of services, design schedule, and fee estimation.

### **PROJECT UNDERSTANDING**

The proposed bus stop enhancement is funded by CDBG through Washtenaw County. The design and construction of this bus stop will be administered by the Charter Township of Ypsilanti (Township) and Washtenaw County Office for Community and Economic Development (OCED). The project includes the construction of a bus bay (pull-out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive. Improvements will be made to the existing stormwater management system, the adjacent asphalt pathway, and a crosswalk for pedestrian access to the bus stop from the south side of Huron River Drive will be added. A bus stop enclosure (by others) will be added following the bus bay construction. The project will be coordinated with the Ann Arbor Area Transportation Authority (AAATA) and the Washtenaw County Road Commission (WCRC) in regards to work proposed within the S. Huron River Drive Right-of-Way. The pathway improvements will comply with the most recent guidelines for pathway construction including the American Association of State Highway Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), and local ordinances.

The only permit that is expected to be required is a construction permit from the WCRC.

OHM Advisors previously assisted with the conceptual schematics, cost estimate and various funding applications. We understand that the Township may provide the construction phased services.

### **SCOPE OF SERVICES**

#### **Overview**

OHM Advisors (OHM) will provide complete contract documents for the construction of the improvements, except bus stop enclosure, and provide bidding assistance through to project award. OHM will begin Services upon authorization to proceed.



### **Task 1 – Design Survey / Geotechnical Investigation**

The focus will be to identify critical areas where obtaining temporary or permanent easements. It should be understood that the Township or other entity will be responsible for obtaining any needed easements.

Tasks to be accomplished include:

- ▼ **Control:** Establish horizontal and vertical control.
- ▼ **Right-of-Way:** Obtain property boundary and ROW information, and tie to project control.
- ▼ **Topographic Survey:** Obtain existing physical features and elevations to provide information for preparing construction drawings.
- ▼ **Geotechnical:** Two (2) five-foot deep soil borings (by G2 Consulting Group), one on each side of S. Huron River Drive, to determine ground conditions.

### **Task 2 – Construction Drawings**

The data gathered in Task 1, along with the conceptual sketches provided during the application process, will allow OHM to create a set of design drawings with aerial overlay. These drawings will be further developed to show the bus stop location. Any notes and details necessary for specific design elements will be included along with cross-sections of the paths. These documents will serve as the “plans” for the project and allow contractors to understand the overall scope of work. In addition, these documents will also be reviewed with the Township personnel assigned to this project to obtain feedback. A review meeting will be held and any plan modifications discussed at the meeting will be incorporated into the drawings for the final bid package. OHM will also work with the WCRC at this stage to ensure this location is acceptable. OHM will reconfirm with the WCRC that the design and location is acceptable prior to moving forward.

### **Task 3 – Specifications and Final Bid Package**

In developing the specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as special instructions to bidders (Township and CDBG requirements), supplemental and technical specifications, and a method of payment for the contractor to follow. The bid package will include the bonding requirements, prevailing wage information, and insurance requirements, a bid form and technical specifications. After completion of the design/specification assembly, the Township and OCED will be provided with two hard copies of the Bid Package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the Bid Package will be made based on the Township and OCED’s comments prior to advertising and bidding.

### **Task 4 – Bidding Assistance**

The final Bid Package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network or as OCED intends to bid. OHM will assist with the bid process and conduct a bid opening. OHM can hold an onsite pre-bid conference with potential bidders, if requested by the Township. OHM will address any questions and/or any Requests for Information (RFIs) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter of recommendation will be provided to the Township based on price, references, and other criteria outlined in the bid documents.

## **DELIVERABLES/ SCHEDULE**

<b>Task</b>	<b>Deliverable</b>
Task 1	Base Drawings
Task 2	Construction Plans
Task 3	Final Bid Package
Task 4	Recommendation of Award Letter



It's anticipated that the project will be awarded in October with base plans completed by November 5<sup>th</sup>, 2018. Construction plans will then be started once the concept is approved by the township and OCED. Final bidding will be coordinated with the optimal bidding months of January or February. It's anticipated that the bid will be awarded sometime in March for April/May 2019 construction.

**KEY PERSONNEL**

This project team has been selected to meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will provide geotechnical services. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, & Public Liaison & QA/QC
Jessica Howard	Lead Design Engineer	Concepts, Design Development, ADA Issues
Phil Maly	Construction	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey

**ASSUMPTIONS/CLARIFICATIONS**

- ▶ The project is limited to the bus bay, pathway, and hard surface around the proposed bus stop. There will not be improvements to S. Huron River Drive, Schooner Cove Boulevard or pathway outside these immediate limits.
- ▶ Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM. Additional work will not be conducted prior to Township authorization.
- ▶ Construction phase services are not included in the proposal.
- ▶ Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.
- ▶ As scoped, the project is not expected to require additional right-of-way or easements.

**FEE**

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2015 Rate Schedule (copy attached). Invoices will be sent monthly as work is performed.

Tasks	Design Fee
Task 1: Survey & ROW	\$2,900.00
Task 1a: Geotechnical Investigation	\$2,530.00
Task 2: Construction Drawings	\$3,900.00
Task 3: Specifications and Final Bid Package	\$2,900.00
<u>Task 4: Bidding Assistance</u>	<u>\$2,600.00</u>
<b>Total</b>	<b>\$14,830.00</b>

**CONTRACT TERMS AND CONDITIONS**

Exhibit 2 (attached), "Standard Terms and Conditions", dated March 2003 is incorporated into this proposal by reference. Consider the term Owner to mean Township as referred to in this letter.

OHM Advisors will hold harmless and indemnify the Charter Township of Ypsilanti and its past, present or future



elected officials for losses, damages, cost, expense (including reasonable attorney fees) for engineering design defects that are found to be in non-compliance with the Americans for Disabilities Act to the extent caused by the negligent acts, errors or omissions of OHM Advisors.

**ACCEPTANCE**

If this proposal is acceptable to you, please return a signed copy of this letter and initials on the contract terms and conditions. That will serve as our authorization to proceed.

Thank you for giving us the opportunity to continuing serving the Township. We look forward to working with you throughout this project.

Sincerely,  
OHM Advisors

Matthew D. Parks, P.E.

OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

	(Signature)	_____
<u>Matthew D. Parks, P.E.</u>	(Name)	<u>Ms. Brenda Stumbo</u>
<u>Principal-in-Charge</u>	(Title)	<u>Township Supervisor</u>
_____	(Date)	_____

	(Signature)	_____
	(Name)	<u>Ms. Karen Lovejoy Roe</u>
	(Title)	<u>Township Clerk</u>
	(Date)	_____

- Attachments  
Rate Schedule  
Standard Terms and Conditions





**OHM ADVISORS**  
**2018 HOURLY RATE SCHEDULE**

Professional Engineer IV/Architect IV	\$170.00
Professional Engineer III/Architect III	\$155.00
Professional Engineer II/Architect II	\$140.00
Professional Engineer I/Architect I	\$130.00
Graduate Engineer IV	\$135.00
Graduate Engineer III	\$125.00
Graduate Engineer II	\$120.00
Graduate Engineer I	\$110.00
Graduate Architect III/Landscape Architect III	\$120.00
Graduate Architect II/Landscape Architect II	\$100.00
Graduate Architect I/Landscape Architect I	\$90.00
Technician IV	\$130.00
Technician III	\$115.00
Technician II	\$100.00
Technician I	\$78.00
Engineering/Architectural Aide	\$60.00
Professional Surveyor III	\$155.00
Professional Surveyor II	\$140.00
Professional Surveyor I	\$130.00
Graduate Surveyor	\$110.00
Surveyor III	\$107.00
Surveyor II	\$100.00
Surveyor I	\$80.00
Surveyor Aide	\$60.00
Planner IV	\$155.00
Planner III	\$135.00
Planner II	\$120.00
Planner I	\$80.00
Planner Aide	\$60.00
Graphic Designer	\$105.00
Data Base Developer	\$185.00
Administrative Support	\$65.00
Clerical Aide	\$50.00
Principal	\$195.00
Sr. Associate	\$185.00
Associate	\$175.00

Rates as reflected subject to review and adjustment on an annual basis.

2018 Public Rates 17-1120

## STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.

5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule,

percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is less.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

# PROFESSIONAL SERVICE CONTRACT

## *Project: Middle Huron Partnership*

Agreement is made this twenty-third of October, 2018 by the Ypsilanti Charter Township, Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI, 48197 (Partner), and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

### ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership Work Plan).

### ARTICLE II – COMPENSATION

From January 1, 2019 through December 31, 2023, the Partner will pay the Council for watershed management services (Management Services) an amount not to exceed \$68,320.00 over the five-year life of the contract, payable in five installments according to the schedule attached hereto (Billing Schedule). The initial installment shall be \$10,247.94. Each installment shall be payable within 20 days from the date of the invoice of Management Services.

### ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Partner and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Partner.

### ARTICLE IV – TERM

This contract begins on January 1, 2019 and ends on December 31, 2023.

### ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Partner for any purposes.

### ARTICLE VI – INSURANCE REQUIREMENTS

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

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Partner and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

### ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

The Council will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

### ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status,

# PROFESSIONAL SERVICE CONTRACT

*Project: Middle Huron Partnership*

veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

## ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on the Partner and Council, their successors and assigns. Neither the Partner nor the Council will assign or transfer its interest in this contract without the written consent of the other.

## ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Partner funds not disbursed at that time will be returned by the Council to the Partner.

## ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

## ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

## ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Partner against such liability.

## ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Partner and the Council will be incorporated into this contract by written amendments signed by both parties.

Ypsilanti Charter Township

Huron River Watershed Council

By: Brenda Stumbo  
Brenda Stumbo, (date) Dec. 5, 2018  
Supervisor

By: Laura Rubin 10/23/2018  
Laura Rubin, (date)  
Executive Director

By: Karen Wojcik  
Karen Wojcik, (date) Dec. 5, 2018  
Clerk



November 15, 2018

Mr. Michael Radzik  
Police Administrator/Director  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Proposal for Engineering Design Services for Law Enforcement Generator Replacement

Dear Mr. Radzik:

Thank you for the opportunity to submit this proposal to provide professional engineering services for the Township. As you know, the Law Enforcement office has relocated from the Civic Center into their own building located at 1501 S. Huron Street. With this relocation, the existing backup generator is not equipped to provide emergency power to the entire building. In this proposal, we have outlined the scope and clarifications necessary to seek bids for the Township to address the generator replacement.

## PROJECT UNDERSTANDING

The project consists of replacing the existing 45 KW generator that serves a portion of the law enforcement office with a larger unit that will serve the entire facility. The proposed generator will be in the 300 KW range and run on diesel fuel. The generator will operate as an optional standby system only. It will not serve emergency loads and will not function as power for a Critical Operations Facility. A field meeting was held on October 10, 2018 to gather preliminary information. Since then the OCS department has provided document and DTE bills to help compile basis of design information.

## ASSUMPTIONS/CLARIFICATIONS

- ▶ All other tasks added to the scope below can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization. OHM has started preliminary work (Task 1) based on our discussions with the OCS department in order to streamline the project and develop a full design scope.
- ▶ Construction Services and oversight can be conducted on an as needed basis under a separate proposal.

## SCOPE

Our scope of professional services includes the following tasks:

### Task 1 –Project Kick-off and Site Visit

- ▶ Attend one (1) kickoff meeting with the Owner to verify scope and project communication procedures. Owner to provide point of contact.
- ▶ Owner to provide past utility bills to verify the existing facility electrical demand. If the electrical demand is not available on bills, then a recording meter may need to be placed at the facility for thirty (30) days. The recording meter will be billed as a reimbursable.



- OHM will visit the site to document the existing electrical distribution system at the facility. Filed survey of the site will be performed. This will include measuring of exiting pipes within the proximity of the area that will be impacted and photos.

**Task 2 –Preliminary Design – 60%**

- One-page technical memo recommendation on the diesel engine unit over natural gas including payback. The memo will also contain a sound level comparison at varying distances for optional engine enclosures.
- Prepare an electronic site plan and building floor plan based on the site visit and survey data collected.
- Select a final generator size based on documented electrical loads.
- Prepare preliminary plans for the new generator and transfer switch including necessary changes to the electrical distribution system.
- Add site civil details to the plans including concrete pad, pavement modifications, landscaping and fencing as applicable.
- Prepare technical specifications needed for project bidding. These will be compatible with the Township standards and also be submitted to the Township attorney for his review.
- Attend one (1) meeting with the Owner to review preliminary plans. (approximately 10-sheets)
- Provide preliminary cost estimate.

**Task 3 –Final Plans and Bidding Documents**

- Revise documents per Owner and internal QA/QC comments.
- Develop bid package including technical specifications and contract documents.
- Edit and finalized specifications for bidding.
- Attend one (1) meeting with the Owner to review final documents prior to bidding.
- Provide final cost estimate.
- Assist the Owner in the construction bidding/contracting process including: distributing bidding documents on BidNet Direct (formerly MITN), conducting pre-bid meeting and issuing pre-construction addenda.
- Attend bid opening and review all received bid packages for completeness.
- Attend mandatory pre-bid meeting.
- Provide bid tabulation and recommendation of award to the Owner.

**COMPENSATION AND SCHEDULE**

The above-mentioned services will be performed on an hourly not-to-exceed basis in accordance with the attached Standard Terms & Conditions for a fee broken down by project as follows. The fees below are based on our 2018 Hourly Rates. OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis.

<b>Design Tasks</b>	<b>Fee</b>
Task 1 – Kickoff and Site Visit	\$2,400
Task 2 – Preliminary Design	\$8,700
Task 3 – Final Plans and Bidding Documents	\$7,800
<b>TOTAL</b>	<b>\$18,900</b>

**OTHER SERVICES**

Other services not included in this proposal can be offered at an hourly rate upon request. This could include digital scanning of the mechanical room and other rooms within the facility to assist with future improvements. A quote for these services can be given prior to authorization.



**ACCEPTANCE**

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS  
CONSULTANT

\_\_\_\_\_

(Signature)

Matthew D. Parks, P.E.

(Name)

Principal in Charge

(Title)

\_\_\_\_\_

(Date)

Charter Township of Ypsilanti  
CLIENT

*Brenda L. Stumbo / Karen Lovejoy Roe*

Brenda L. Stumbo / Karen Lovejoy Roe

Supervisor / Clerk

December 5, 2018



**CHARTER TOWNSHIP OF YPSILANTI**  
**2019 Board and Commissions Appointments and Re-Appointments**

**Resolution No. 2018-33**

**REAPPOINTMENTS**

**Board of Review**

Craven, Brenda	2 Years	<b><u>Expiration Date</u></b> 12/31/2020
Lathion, Marsha	2 Years	12/31/2020
Stevenson, Morley	2 Years	12/31/2020

**Construction Board of Appeals**

Cook, Roger	2 Years	<b><u>Expiration Date</u></b> 12/31/2020
Foley, Jesse	2 Years	12/31/2020
McComb, Alan	2 Years	12/31/2020

**Weed Commissioner**

Elling, Bill	2 Years	<b><u>Expiration Date</u></b> 12/31/2020
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**Ypsilanti Community Utilities Authority (YCUA)**

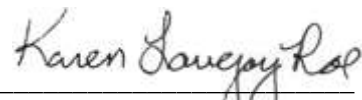
Jason, Keith	3 Years	<b><u>Expiration Date</u></b> 12/31/2021
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**APPOINTMENTS**

**Zoning Board of Appeals**

El-Assadi, Rebecca (move from alternate to permanent position)	3 Years	<b><u>Expiration Date</u></b> 12/31/2021
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I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-33 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 4, 2018.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# Charter Township of Ypsilanti

## RESOLUTION 2018-40

### Participation in the Redevelopment Ready Communities (RRC) Program

**Whereas**, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) Program to empower communities to shape their future and maximize economic potential; and

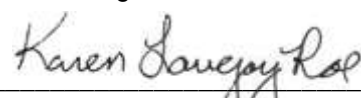
**Whereas**, the RRC Program provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair, and consistent processes; and

**Whereas**, the Charter Township of Ypsilanti recognizes the value of the RRC Program and seeks to improve its redevelopment readiness via a detailed review of existing development processes; and

**Whereas**, the Charter Township of Ypsilanti wishes to join the RRC Program as a means to assess our own internal processes with the eye toward making the most out of future development opportunities.

**Now Therefore, Be it resolved**, that the Charter Township of Ypsilanti supports the RRC Program's Staff self-evaluation process and MEDC's feedback on how the Township's procedures can be improved to attract and retained businesses.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-40 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 4, 2018.

  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2018 BUDGET AMENDMENT #17**

December 4, 2018

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase** \$6,545.00

Request to increase the capital outlay account for the Tyler Dam project by \$6,545. This was the difference in the final invoice YCUA, the lead contract administrator, is excepted to send. This project was completed in 2017, however there was some credits for materials and debits for delay in working environment that still needed to be calculated. The latest estimate given to us by YCUA and will make the total project through YCUA \$320,016.30. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,545.00
		Net Revenues	<u><u>\$6,545.00</u></u>
Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971.100	\$6,545.00
		Net Expenditures	<u><u>\$6,545.00</u></u>

**893 - NUSIANCE ABATEMENT FUND**

**Total Increase** \$3,000.00

Request to increase the noxious weed enforcement cost which was higher than anticipated. This will be fund by an increase to the related revenue for service charges to property owners and used to reimburse the Township for the remediation of the noxious weeds, which has a positive balance.

Revenues:	Charge Services - Weeds	893-000-000-626.636	\$3,000.00
		Net Revenues	<u><u>\$3,000.00</u></u>
Expenditures:	Noxious Weed Enforcement Costs	893-893-000-806.003	\$3,000.00
		Net Expenditures	<u><u>\$3,000.00</u></u>

Motion to Amend the 2018 Budget (#17):

Move to increase the General Fund budget by \$6,545 to \$10,970,812 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund budget by \$3,000 to \$31,100 and approve the department line item changes as outlined.