

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 21, 2019 REGULAR BOARD MEETING**

Clerk Lovejoy Roe called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Clerk Lovejoy Roe asked to remember in prayers Supervisor Stumbo and her family in the passing of a family member.

Members Present: Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Jimmie Wilson, Jr., and Monica Ross-Williams

Members Absent: Supervisor Stumbo

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM – RESOLUTION 2019-25, CREATION OF SECURITY CAMERA
SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFFS CONDOS
(PUBLIC HEARING SET AT THE APRIL 16, 2019 REGULAR MEETING)**

Clerk Lovejoy Roe declared the Public Hearing Opened at 7:01p.m.

Karen Hanson, Township Resident asked if after this 3-year contract is up and they wanted to raise the rate could the residents opt out.

Clerk Lovejoy Roe stated the board works for residents and they would look for a more competitive rate. She said with a request of your Association you could bring it to the Board and they could reverse the decision.

William Johnston, Township Resident asked how many cameras there were in the Township and how the decision was made on where to install cameras.

Clerk Lovejoy Roe stated there were about 50 cameras in neighborhoods. She said your Association at the Cliffs told the Board where they wanted the camera to be placed. Clerk Lovejoy Roe said although they do not prevent crime, when a crime is committed, Sheriffs' Department personnel views the tape to get the information off the tape to help solve the crime.

Michael Radzik, OCS Director stated the camera's video feed was not monitored live. He said when a crime is committed or an incident of interest for law enforcement they use it as an investigative tool. Mr. Radzik said the Sheriffs' Department could go back to approximate day and time and get information off the video. He said that Comcast is used and they wanted a longer-term contract but we asked for a shorter contract and they reduced the price for their service because this was becoming a very competitive business, so that will keep the rates down.

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Khurum Sheikh, Township Resident stated the Cliffs on the Point II requested the cameras. He said they had a homicide last year in the complex and they looked for different things to do to make the community safer. He said Cliffs on the Point has four cameras and now with this additional camera it would help and he gladly endorses it.

Clerk Lovejoy Roe read the following emails she received:

Michael and Mary Brown are in strong support of the camera
Crystal Foley-Seifert is in support of the camera
Nancy Hooper and Tim Glaea are in support of the camera
John and Eileen Klink are in support of the camera

Richard and Janice Gala are not in support of the camera
(attached)

Clerk Lovejoy Roe closed the Public Hearing at 7:13p.m.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2019-25, Creation of Security Camera Special Assessment District #074 for the Cliffs Condos (see attached).

Jarrell Roe	Yes	Eldridge	Yes	Ross-Williams	Yes
Lovejoy Roe	Yes	Doe	Yes	Wilson	Yes

The motion carried unanimously.

PUBLIC COMMENTS

Arloa Kaiser, Township Resident stated she would encourage the residents to write letters to Clerk Lovejoy Roe in support of receiving the grant for the improvements at Loonfeather Park.

Jo Ann McCollum, Township Resident stated she appreciated all the work that was done on getting the Skate Park. She thanked Supervisor Stumbo and Clerk Lovejoy Roe in getting the light on Onadaga. She thanked Trustee Ross-Williams and the Neighborhood Watch Coordinator, Crystal Campbell for coming to the West Willow Association Meeting and explaining about the Marijuana Ordinance and why the Township opted out at this time. She said she sent an email to Trustee Wilson and he did not respond so she read the email to the entire board. She said she was concerned with the video interview that he was in and stated he had first voted yes to opt out on the Marijuana Resolution and then he voted no not to opt out at the 2nd reading. She said she was confused by his response. She said when Trustee Wilson was at the board meeting he did not have much to say about the Marijuana Resolution but during the interview he had a lot to say. She said she would expect him to voice the reasons at the board meeting rather than during an interview. She said Trustee Wilson voted yes on the Nexus Pipeline because he said it was best for the residents but when he voted no on the Marijuana Resolution he said it was

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what the residents want. Ms. McCollum stated she votes people in office because she expects them to do the best for residents. She said she was highly offended when Trustee Wilson laughed and agreed with the Interviewer when he said the church congregation says one thing and votes another. She said it shows a lack of respect for this group of people. Ms. McCollum said she could respect Trustee Wilsons' point of view and decision to not want to opt out of the Marijuana Ordinance however, she could not respect his lack of regard to the church congregation.

Khurum Sheikh, Township Resident stated his whole community would like Gault Village to have some good businesses and he knew at one time there was talk about a restaurant going in on Ford Lake. He said if anyone has influences on making that happen it would be appreciated.

CONSENT AGENDA

A. MINUTES OF THE MAY 7, 2019 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MAY 21, 2019 IN THE AMOUNT OF \$825,638.38**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2019 IN THE AMOUNT OF \$60,984.67**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2019 IN THE AMOUNT OF \$1,106.00**

C. APRIL 2019 TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

- A. GENERAL LEGAL UPDATE - presented at the Work Session**

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NEW BUSINESS

- 1. RESOLUTION 2019-23, APPROVAL OF THE SRF CONTRACT WITH AUTHORIZING NOTICE FOR THE YCUA WASTEWATER TREATMENT PLANT IMPROVEMENTS SRF BOND SALE**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-23, the SRF Contract with Authorizing Notice for the YCUA Wastewater Treatment Plant Improvements SRF Bond Sale.

The motion carried unanimously.

- 2. REQUEST TO APPROVE THE MASTER DEED, BYLAWS AND ELEVATIONS FOR THE MAJESTIC LAKES ESTATES CONDOMINIUM PHASE OF THE MAJESTIC LAKES PLANNED DEVELOPMENT TO INCLUDE THE CHANGE OF THE MASTER DEED ARTICLE VIII, SECTION B-6 TO READ THE MODIFICATION OF LEASING RESTRICTIONS TO ONLY BE MORE RESTRICTIVE THAN OTHERWISE REQUIRED IN THE DEVELOPMENT AGREEMENT AND BYLAWS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Master Deed, Bylaws and Elevations for the Majestic Lakes Estates Condominium Phase of the Majestic Lakes Planned Development to Include the Change of the Master Deed Article VIII, Section B-6 to Read the Modification of Leasing Restrictions to only be More Restrictive than Otherwise Required in the Development Agreement and Bylaws.

Mark Roepuck, Development Coordinator, Lombardo Homes stated he had reviewed the language with changes with Mike Radzik, OCS Director and he was in agreement with the changes.

The motion carried unanimously.

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- 3. REQUEST TO APPROVE THE MASTER DEED, BYLAWS AND ELEVATIONS FOR THE MAJESTIC PONDS CONDOMINIUM PHASE OF THE MAJESTIC LAKES PLANNED DEVELOPMENT TO INCLUDE THE CHANGE OF THE MASTER DEED ARTICLE VIII, SECTION B-6 TO READ THE MODIFICATION OF LEASING RESTRICTIONS TO ONLY BE MORE RESTRICTIVE THAN OTHERWISE REQUIRED IN THE DEVELOPMENT AGREEMENT AND BYLAWS**

A motion was made by Clerk Lovejoy, supported by Treasurer Doe to Approve the Master Deed, Bylaws and Elevations for the Majestic Ponds Condominium Phase of the Majestic Lakes Planned Development to Include the Change of the Master Deed Article VIII, Section B-6 to Read the Modification of Leasing Restrictions to only be More Restrictive Than Otherwise Required in the Development Agreement and Bylaws .

Mark Roepuck, Development Coordinator, Lombardo Homes stated he was in agreement with the changes.

The motion carried unanimously.

- 4. REQUEST TO APPROVE THE SECOND AMENDMENT TO MASTER DEED AND ASSOCIATED EXHIBITS OF THE VILLAGE AT MAJESTIC LAKES CONDOMINIUM PHASE OF THE MAJESTIC LAKES PLANNED DEVELOPMENT TO INCLUDE THE CHANGE OF THE MASTER DEED ARTICLE VIII, SECTION B-6 TO READ THE MODIFICATION OF LEASING RESTRICTIONS TO ONLY BE MORE RESTRICTIVE THAN OTHERWISE REQUIRED IN THE DEVELOPMENT AGREEMENT AND BYLAWS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Second Agreement to Master Deed and Associated Exhibits of the Village at Majestic Lakes Condominium Phase of the Majestic Lakes Planned Development to Include the Change of the Master Deed Article VIII, Section B-6 to Read the Modification of Leasing Restrictions to only be More Restrictive Than Otherwise Required in the Development Agreement and Bylaws.

Mark Roepuck, Development Coordinator, Lombardo Homes stated he was in agreement with the changes.

The motion carried unanimously.

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- 5. REQUEST TO APPROVE AMENDED AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR THE PROPOSED BUS STOP SHELTER AT SCHOONER COVE AND S. HURON RIVER DR.**

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve the Amended Agreement with Washtenaw County for Subaward of Federal Financial Assistance for the Proposed Bus Stop Shelter at Schooner Cove and S. Huron River Dr. (see attached).

The motion carried unanimously.

- 6. REQUEST TO APPROVE AN AMENDED AGREEMENT WITH OHM FOR ADDITIONAL WORK TO THE PATHWAY FOR THE SCHOONER COVE BUS STOP IN THE AMOUNT OF \$6,110.00 TO BE BUDGETED IN LINE ITEM #101-970-000-974-100 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve an Amended Agreement with OHM for Additional Work to the Pathway for the Schooner Cove Bus Stop in the Amount of \$6,110.00 to be Budgeted in Line Item #101-970-000-974-100 Contingent upon Approval of the Budget Amendment (see attached).

The motion carried unanimously.

- 7. REQUEST TO APPROVE SKATE PARK AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND WASHTENAW COUNTY BY THE WASHTENAW COUNTY PARKS AND RECREATION PARKS COMMISSION**

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to Approve the Skate Park Agreement Between Ypsilanti Township and Washtenaw County by the Washtenaw County Parks and Recreations Parks Commission (see attached).

The motion carried unanimously.

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- 8. REQUEST TO APPROVE CHANGE ORDER #1 IN THE AMOUNT OF \$715.00 AND THE PROPOSAL TO CONDUCT A SUBSURFACE INVESTIGATION AT 1150 MIDWAY IN THE AMOUNT OF \$5,570.00 WITH AKT PEERLESS IN A TOTAL AMOUNT OF \$6,825.00 TO BE BUDGETED IN LINE ITEM #212-212-000-801-300 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Change Order #1 in the Amount of \$715.00 and the Proposal to Conduct a Subsurface Investigation at 1150 Midway in the Amount of \$5,570.00 with AKT Peerless in a Total Amount of \$6,825.00 to be Budgeted in Line Item #212-212-000-801-300 Contingent Upon Approval of the Budget Amendment (see attached).

The motion carried unanimously.

- 9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2358 RAVINEWOOD AVE., 5940 ELLIS RD., AND 2830 E. MICHIGAN AVE. IN THE AMOUNT OF \$30,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if necessary to Abate Public Nuisance for Property Located at 2358 Ravinewood Ave., 5940 Ellis Rd., and 2830 E. Michigan Ave. in the Amount of \$30,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 10. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD DUST CONTROL IN THE AMOUNT OF \$5,847.93 BUDGETED IN LINE ITEM #212-212-000-818-006**

A motion was made by Trustee Ross-Williams, supported by Trustee Eldridge to Approve the Agreement with the Washtenaw County Road Commission for Local Road Dust Control in the Amount of \$5,847.93 Budgeted in Line Item #212-212-000-818-006 (see attached).

The motion carried unanimously.

- 11. RESOLUTION 2019-24, AMENDED 2019 DESIGNATION OF DEPOSITORIES**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Resolution 2019-24, Amended 2019 Designation of Depositories (see attached).

The motion carried unanimously.

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12. BUDGET AMENDMENT #9

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #9 (see attached).

Trustee Jarrell Roe stated she does not support the law enforcement increase for the generator.

Trustee Ross-Williams said she had questions about the cost of the generator installation.

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD THE LOW BID FOR THE GENERATOR REPLACEMENT AT THE LAW ENFORCEMENT CENTER TO CUMMINS INC. IN THE AMOUNT OF \$83,767.00 TO BE BUDGETED IN LINE ITEM #266-301-000-971-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

Trustee Jarrell Roe stated she does not support the Township funding this entire project without the Sheriffs' Department contributing to the cost. She said that one year and six days ago the board authorized not to exceed \$25,000.00 to re-open our Holmes Road Law Enforcement Center. She said she was grateful for that but if we include what was being asked for us to approve now it would mean the Township has spent about \$300,000.00 in the last year for our law enforcement buildings. She said she expects the Washtenaw County Sheriffs' Department to help with this cost. She said we still have two deputy positions that we budgeted for in 2018 that have not been filled by the Sheriffs' Department.

Trustee Ross-Williams stated she would like to offer a friendly amendment to this request to seek funds from the Washtenaw County Sheriff to help with the cost of this project.

Clerk Lovejoy Roe stated this request was to purchase it and the concern was to help get funds to complete the project. She said she would not want to purchase it if we do not have the funds to install it. She said when we are spending this type of money we should have full board support.

Treasurer Doe stated we should set up a meeting with the County and see what piece of this they should contribute funds for. He said we should ask the Sheriffs' Department if they need or want this new generator.

Mr. Radzik said we couldn't get parts for the old generator and said he has not asked the Sheriff what he would want to replace it with.

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Clerk Lovejoy Roe stated that if we don't get help paying for it then we would have to scale down on what type of unit the Sheriff would need to just keep certain things up and running in case of an outage.

Trustee Eldridge stated that we are taking a gamble that a natural disaster will not happen until we get all the information that should have been brought to the board with this request. He said this has put the board in a bad position if something happens before it was presented to the board again. He said he does not support tabling it but does have questions on the cost. He said to keep this building functional we will have to put in a new generator. Trustee Eldridge said if we table it now we will not be doing what we were elected to do and that is to make decisions that will benefit the community should something happen. He said he thinks we should purchase it and then enter into a dialog that in future purchases the County would have to put in money.

Mike Radzik stated he would hope they could get the County to contribute in this project. He said this generator would automatically turn on within 10 or 12 seconds when the power goes off. He said one reason it was so expensive was the HAV system provides heating and cooling if there were a long-term outage. He said we could go with less but it was decided that this was an important and critical infrastructure for the safety of our community and we should get the full extent for stand-by power.

Trustee Eldridge stated that when he was with the Police Department in the City of Ypsilanti the whole area had a brown out and the generator they had was not sufficient and because of this the computers were breaking down.

Mike Radzik stated that the 14B Court has a generator but when the power would go out it would keep some hall lights on and maybe one outlet.

Clerk Lovejoy Roe stated she thought that was the type of generator the Civic Center had and it only provided minimal lighting and no heat or air conditioning.

Trustee Jarrell Roe stated she appreciated Trustee Eldridge and Mike Radzik for their work in law enforcement, but she would not be pressured to vote on this if they do not know if the County would help share some of the cost. She said she was not willing to compromise the safety of our residents but she was elected to be fiscally responsible and she believes spending \$300,000.00 in a matter of a year was not being responsible.

Trustee Ross-Williams said she was clarifying that she could not ask for an amendment so we could mitigate with the County for their help in paying some of the installation cost.

Clerk Lovejoy Roe stated that the request was for the purchasing of the generator. She said we would still purchase it but the amendment would be to ask the County to help share the cost.

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A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Request of Mike Radzik, OCS Director to Award the Low Bid for the Generator Replacement at the Law Enforcement Center to Cummins Inc. in the Amount of \$83,767.00 to be Budgeted in Line Item #266-301-000-971-001 Contingent upon Approval of the Budget Amendment.

A Friendly Amendment was made by Trustee Ross-Williams, supported by Trustee Eldridge to ask the Washtenaw County, Washtenaw County Sheriff, and Washtenaw County Emergency Management Organization to share in the cost of the purchase of the generator and the cost for installation.

The motion for the Amendment carried. Trustee Jarrell Roe voted no.

The original motion for the Purchase of the Generator carried. Trustee Jarrell Roe voted no.

- 2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH OHM ADVISORS FOR PROCUREMENT, DELIVERY AND INSTALLATION OF THE REPLACEMENT GENERATOR AT THE LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$38,700.00 TO BE BUDGETED IN LINE ITEM #260-301-000-971-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross-Williams to Approve the Request of Mike Radzik, OCS Director to Approve a Professional Services Contract with OHM Advisors for Procurement, Delivery and Installation of the Replacement Generator at the Law Enforcement Center in the Amount of \$38,700.00 to be Budgeted in Line Item #266-301-000-971-001 Contingent Upon Approval of the Budget Amendment (see attached).

An Amendment was made by Trustee Eldridge, supported by Trustee Ross-Williams to have an itemized bill from OHM.

The motion for the Amendment carried unanimously.

The original motion for Professional Service Contract with OHM carried. Trustee Jarrell Roe and Trustee Ross-Williams voted no.

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- 3. REQUEST FOR AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND SEEK THREE QUOTES FOR REPAIR OF THE ROOF ON THE CIVIC CENTER MAINTENANCE GARAGE AND AUTHORIZE THE THREE FULL TIME OFFICIALS TO SELECT THE VENDOR AND ENTER INTO A CONTRACT FOR THE PROJECT**

A motion was made by Trustee Jarrell Roe supported by Trustee Eldridge to Approve the Request for Authorization to Waive the Financial Policy and Seek Three Quotes for Repair of the Roof on the Civic Center Maintenance Garage and Authorize the Three Full time Officials to Select the Vendor and Enter into a Contract for the Project.

The motion carried unanimously.

A motion was made by Treasurer Doe supported by Trustee Wilson to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:02PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-25

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #074 CLIFFS CONDOS

WHEREAS, at the request of your Homeowner's Association, the Township Board of the Charter Township of Ypsilanti proposes to install a security camera to be located at the southwest corner of Grove Rd. and Cliffs Dr.; and

WHEREAS, Ypsilanti Township has paid for the purchase and installation of the security camera; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 245 parcels known as Cliffs Condos, which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Cliffs Condos, which consists of 245 parcels with the following estimated costs:

- Costs for purchase and installation of 1 security camera (paid for by Ypsilanti Township): \$4,908.09
- Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) \$6,900.72
- Annual cost per parcel \$ 9.39
- Monthly cost per parcel \$.78

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the 21st day of May, 2019 commencing at approximately 7:00pm and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

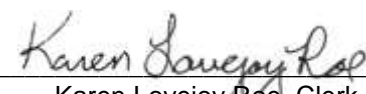
NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Cliffs Condos with the district to be known as Cliffs Condos Neighborhood Camera Special Assessment District No. 074 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be

levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

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. 2019-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 19, 2019.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2019-23
RESOLUTION APPROVING CONTRACT
AND AUTHORIZING NOTICE

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Township”), held on the 21st day of May, 2019, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Heather Jarrell Roe, Monica Ross Williams and Jimmie Wilson, Jr

ABSENT: Members: Supervisor Brenda Stumbo

The following preamble and resolutions were offered by Member Clerk Lovejoy Roe and supported by Member Treasure Doe:

WHEREAS, it is necessary to acquire and construct certain improvements to the wastewater treatment plant, consisting of improvements to the west tertiary filter pumps and valves and the fluidized bed incinerator system, together with all necessary appurtenances and attachments thereto (the “Project”), to serve the Township and the City of Ypsilanti (the “City”); and

WHEREAS, a contract (the “Contract”) has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Township and the City to provide for the financing of cost of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Washtenaw Legal News*, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

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

AYES: Members: Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Heather Jarrell Roe, Monica Ross Williams and Jimmie Wilson, Jr

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

Karen Saucy-Rae

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on May 21, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Karen Saucy-Rae

Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain improvements to the wastewater treatment plant, consisting of improvements to the west tertiary filter pumps and valves and the fluidized bed incinerator system, together with all necessary appurtenances and attachments thereto to service the Township and the City and will issue its bonds in the principal amount not to exceed \$9,500,000 to finance the cost of the acquisition and construction of such wastewater system improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$9,500,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 75.77%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two percent (2.0%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe
Clerk, Charter Township of Ypsilanti



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Ypsilanti, MI 48197

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May 20, 2019

CR # 51091

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

Dear Supervisor Stumbo,

Washtenaw County wishes to amend the contract with Ypsilanti Township for *Schooner Cove Bus Shelter design and bidding assistance*. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the *Agreement for Subaward of Federal Financial Assistance* between Washtenaw County and Ypsilanti Township dated December 5, 2018 and CR# 51091 as follows:

Amend ARTICLE I – REQUIRED DATA ELEMENTS to increase the contract dollar amount and include the 2017 grant funds as follows:

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	\$15,246 - B-16-UC-26-006 \$5,164 - B-17-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 2017 – October 19, 2017
Subaward Period of Performance (start and end date)	November 1, 2018 – December 31, 2019
Amount of Federal Funds Obligated by this Agreement	\$20,410.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$20,410.00
Total Amount of the Federal Award	2016 – \$1,858,189.00 2017 - \$1,846,861.00



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Amend ARTICLE II – Scope of Services as follows:

The Subrecipient will agree to use Washtenaw Urban County 2016-2017 and **2017-2018** 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 storm water management system and adjacent asphalt pathway, addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive, **preparation of a temporary easement needed for construction, and rehabilitation of north and south pathways (an additional 350 feet and 255 feet beyond original scope, respectively)**. The contract will be paid for with 2016-2017 and **2017-2018** Urban County CDBG funding, **not to exceed Twenty Thousand Four Hundred Ten Dollars and Zero Cents (\$20,410.00)**, in accordance with the budget in Attachment B.

Amend ARTICLE V – TERM as follows:

This agreement begins on November 1, 2018 and ends on **December 31, 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.

Amend Attachment A – SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE: NARRATIVE DESCRIPTION/SCOPE OF WORK as follows:

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 and **2017** CDBG funding in accordance with the budget in Attachment B.

Amend Attachment B –PROJECT BUDGET as follows:

SUMMARY OF TERMS now states:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed **Sixteen Thousand Five Hundred Dollars and Zero Cents (\$20,410.00)** from **2016-2017 and 2017-2018 CDBG Funds** according to the budget below:



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PROJECT BUDGET:

Schooner Cove Bus Stop Enhancement Project DESIGN/BIDDING ASSISTANCE Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts	
CDBG (2016) - allocation	\$15,246
CDBG (2017) - allocation	\$5,164
Total Revenues	\$20,410
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$20,410
Total Expenditures	\$20,410

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

ATTEST:

WASHTENAW COUNTY (Pass-Through Entity)

Lawrence Kestenbaum DATE
County Clerk/Register

Gregory Dill DATE
County Administrator

APPROVED FOR CONTENT:

CHARTER TOWNSHIP OF YPSILANTI (Subrecipient)

Teresa Gillotti DATE
OCED Director

Brenda Stumbo _____
Brenda Stumbo
Supervisor
Karen Lovejoy Roe
Clerk
May 22, 2019

Original: Clerk
Contractor

cc: Department
Purchasing



ARCHITECTS. ENGINEERS. PLANNERS.

May 17, 2019

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

RE: **Schooner Cove Bus Stop – Budget Amendment Request**
Originally Approved on August 21, 2018

Dear Ms. Stumbo:

The Grove St. Pathway Extension originally consisted of constructing a bus loading zone, shelter pad, crosswalk across South Huron River Drive, and reconstructing and extending a pathway along the south side of South Huron River Drive.

OHM has been in communication with the Community of Economic Development Department of Washtenaw County and they have deemed enough funds to extend and enhance the current designed project beyond the original scope. The additional work would add additional rehabilitation of the north pathway another 350 feet and would also extend the rehabilitation of the south pathway 255 feet. Please refer to the attachment for a map of the project.

The initial proposal of this project did not include the rehabilitation of this additional section. Since OHM is preparing bid documents for the original sections, it was thought that combining all sections into one project would be more efficient and cost effective. Although the design tasks will remain the same, there is additional effort to include the additional scope of the project. Tasks 1-3 from the original proposal are requested to be amended as outlined below. Task 4 (Bidding) remains unchanged.

In order to complete the construction and rehabilitation treatments to the additional pathway segments, we are requesting a budget amendment not to exceed the amount of **\$6,110.00**. The reconstruction of the existing pathways, east of Big Pine Drive and along South Huron River Drive, adds approximately six (6) stations (570 feet) to the project. This will add around 2-3 additional sheets to the plan set. OHM also had to gather additional TOPO and prepare permits in accordance with the WCRC to include this additional section. The table below illustrates the additional time required to remove and replace the existing pathway in comparison to the original time required.

Task	Additional Effort
Task 1: Design Survey/ROW Identification/Base Drawings	25 hours
Task 2: Engineering Drawing Design	14 hours
Task 3: Specifications and Final Bid Package Assembly	5 hours
Task 4: Bidding	-



This will amend the previously approved budget from \$14,300.00 to \$20,410.00. The table below illustrates how the amendment will contribute to each task necessary.

	Original	Amended Budget
Task 1: Design Survey/Geotechnical Investigation/ ROW Identification	\$4,900.00	\$8,460.00
Task 2: Engineering Drawing Design	\$3,900.00	\$5,850.00
Task 3: Specifications and Final Bid Package Assembly	\$2,900.00	\$3,500.00
Task 4: Bidding	\$2,600.00	\$2,600.00
Total	\$14,300.00	\$20,410.00

We appreciate the opportunity to work with the Township on this project and we believe this pathway extension and rehabilitation will positively impact this area of South Huron River Drive and the surrounding neighborhoods.

If you have any questions or comments, please don't hesitate to contact me at (734) 522-6711 or at matt.parks@ohm-advisors.com.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Encl: Project Map

cc: Karen Lovejoy-Roe, Township Clerk
Lisa Garrett, Township Deputy Clerk
Larry Doe, Township Treasurer
Doug Winters, Township Attorney
Phil Maly, OHM Advisors

CHANGE ORDER
APRIL 18, 2019

Project Information	
AKT PEERLESS PROJECT NUMBER:	14118f
AKT PEERLESS PROPOSAL NUMBER:	PF-24352
PROJECT ADDRESS:	1150 Midway Road, Ypsilanti, MI
Description of Activity	
The Client has requested a meeting with regard to the Phase I ESA. Discussions/correspondence beyond the 1 hour after report allowance in the original proposal have been conducted as well. This change order represents the cost of the correspondence and attending the requested meeting (assuming meeting is no longer than 1 hour).	
Category	Cost
Senior Project Manager Time	\$640
Mileage Expense	\$75
Change Order Total	\$715

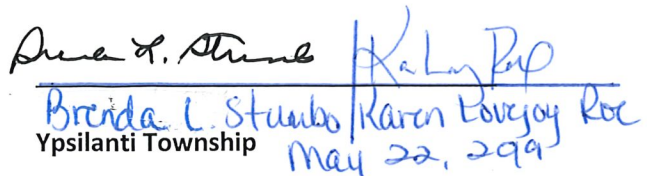
AKT Peerless will conduct this work in accordance with Terms and Conditions previously agreed upon for this project.

This work order proposal was submitted by:

This proposal accepted by:



Mary C. Hoeh, CHMM
AKT Peerless
Senior Project Manager – Group Leader



Brenda L. Stumbo / Karen Lovejoy Roe
Ypsilanti Township
May 22, 2019

DATE: May 22, 2019



22725 Orchard Lake Road
Farmington, MI 48336
T 248-615-1333
www.aktpeerless.com

April 22, 2019

Sara Jo Shipley
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct a Subsurface Investigation
1150 Midway Road, Ypsilanti Township, Michigan
Proposal No. PF-24367

Ms. Shipley:

AKT Peerless is pleased to present its proposal to complete a subsurface investigation at 1150 Midway Road, Ypsilanti Township, Michigan.

AKT Peerless will implement work immediately and will provide a summary report within two to three weeks following the completion of the field work. The report timeline assumes that analytical data will be received within 5-7 business days following the field work. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$5,570.

Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 517-930-3725 or via email at hoehm@aktpeerless.com.

Sincerely,

AKT PEERLESS

Mary C. Hoeh, CHMM
Group Leader
Enclosure



Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM D-2488. As appropriate, soil samples collected in the field will be screened for volatile organic compounds (VOCs) using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

All samples will be collected in precleaned glass jars and stored following U.S. EPA Publication SW-846 Method 5035/ASTM D4547-91, final version of March 26, 1998, Testing Methods for Evaluating Solid Waste. This publication includes guidelines for the Soil Sample Collection and Methanol Preservation for Volatile Analysis. The samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

Report

After completing the site investigation, AKT Peerless will prepare a report that will include a summary of field activities, analytical results, discussion of procedures/methodologies and a site map with sampling locations. The report will be delivered via email in electronic format. Should hard copies be requested, a cost of \$75.00 per copy will be incurred.

Fees

AKT Peerless estimates the fees and expenses for this project will be \$5,570. All subcontracted services and outside project costs will be billed at a cost plus 15 percent. The estimated costs to provide the services described in this proposal are shown in the table below.

Estimated Cost

ACTIVITY	COST
PROFESSIONAL SERVICES	
Project Management	\$560
Field Activities	\$1,740
Report Preparation	\$1,550
PROJECT COSTS	
Laboratory Analyses	\$1,295
Field Supplies and Expenses	\$425
TOTAL	\$5,570*

* Costs include standard turnaround time for the laboratory. Should any obstacles to sampling or other hindrances to the work be encountered that would require additional fees, AKT Peerless will contact the Client prior to incurring such fees.

Limitations

If the Client chooses to alter the proposed scope of work, the Client's Advisors shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client's Advisors will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Drilling costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., encountering cement rubble or boulders, sandy soil heaving into the augers, and inclement weather). If delays occur, AKT Peerless will notify the Client's Advisors immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

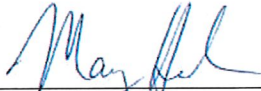
By signing this proposal, the Client agrees to the terms and conditions presented in Appendix A. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

PROPOSAL ACCEPTANCE FOR

Subsurface Investigation

1150 Midway Road, Ypsilanti Township, Michigan

This proposal submitted by:



Mary C. Hoeh, CHMM
Group Leader

Proposal submitted on:

April 22, 2019

Please authorize the proposal by executing below:

Proposal amount:

\$5,570

Client contact:

Sara Jo Shipley

Charter Township of Ypsilanti

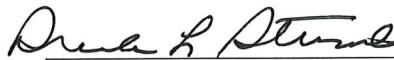
7200 South Huron River Drive

Ypsilanti, Michigan 48197

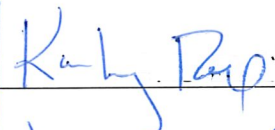
AKT Peerless Proposal No.

PF-24367

Acceptance:



Charter Township of Ypsilanti



Print Name:

Brenda L. Stumbo

Karen Loughey Roe

Title

Supervisor

clerk

Date

May 22, 2019

Appendix A
Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

2019 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 2019, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. Dust Control (497-11-108):

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 65,340 gallons @ \$0.179 per gallon.

Estimated cost of contract brine: **\$ 11,695.86**

AGREEMENT SUMMARY

2019 LOCAL ROAD PROGRAM

Dust Control \$ 11,695.86
Less WCRC Conventional Matching Funds \$ 5,847.93

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2019:

\$ 5,847.93

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor May 22, 2019 Witness May 22, 2019

Karen Lovejoy Roe, Clerk May 22, 2019 Witness May 22, 2019

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair Witness

Sheryl Soderholm Siddall, Managing Director Witness

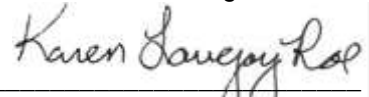
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-24

**AMENDED DESIGNATION OF DEPOSITORIES
FOR 2019**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank, TCF Bank and Washtenaw Federal Credit Union and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2019 calendar year.

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. 2019-24 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 21, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #9 (REVISED 5/20/19)**

May 21, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u><u>\$46,410.00</u></u>
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Request to increase budget for Special Election scheduled in August. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Reimbursement for Elections	101-000-000-686.000	\$40,300.00
		Net Revenues	<u><u>\$40,300.00</u></u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$27,000.00
	REG OVERTIME	101-215-000-709.000	\$5,000.00
	OFFICE SUPPLIES - ELECTIONS	101-215-000-740-010	\$7,000.00
	TRAVEL - ELECTIONS	101-215-000-860.010	\$200.00
	EQUIPMENT RENTAL/LEASING	101-215-000-941.000	\$1,100.00
		Net Expenditures	<u><u>\$40,300.00</u></u>

* Request to increase budget for OHM professional engineering design for a bus stop at Schooner Cove and South Huron River Drive . This is for the amended increase to the original CDBG funds of \$14,300 making the total for the project \$21,410. This will be funded by a Community Development Block Grant (CDBG) through Washtenaw County.

Revenues:	FEDERAL GRANTS - CDBG	101-000-000-522.000	\$6,110.00
		Net Revenues	<u><u>\$6,110.00</u></u>
Expenditures:	CDBG PROJECT - CAPITAL OUTLAY	101-970-000-974.100	\$6,110.00
		Net Expenditures	<u><u>\$6,110.00</u></u>

* Budget amendment change request by Clerk Roe on 5/20/19. She received a new CDBG amount dated 5/17/19.

206 - FIRE FUND	Total Increase	<u><u>\$74,405.00</u></u>
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Request to increase the budget for wages and fringes effected by the Fire Contract approved at the April 2, 2019 meeting. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$74,405.00
		Net Revenues	<u><u>\$74,405.00</u></u>
Expenditures:	SALARIES OFFICERS	206-206.000-705.002	\$14,272.00
	SALARY - PERMANENT WAGES	206-206.000-706.000	\$24,589.00
	SALARIES PAY OUT-PTO&SICKTIME	206-206.000-708.004	(\$6,455.00)
	FIRE FIGHTER FOOD ALLOWANCE	206-206.000-708.206	(\$3,500.00)
	SALARY - CONTRACTUAL OVERTIME	206-206.000-709.002	\$5,448.00
	HEALTH INSURANCE	206-206.000-719.000	\$6,673.00
	EMPLOYEE PAID HEALTH CONTRA	206-206.000-719.003	\$20,378.00
	RETIREMENT HEALTH CARE SAVINGS	206-206.000-876.100	\$13,000.00
		Net Expenditures	<u><u>\$74,405.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #9 (REVISED 5/20/19)**

May 21, 2019

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$8,435.00</u></u>
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Request to increase the budget \$8,435 for the professional services of AKT Peerless to perform Environmental Testing at the future site of the Skate Park located at 1150 Midway Road. This will be funded by reimbursement from a Grant provided by the Washtenaw County Brownfield Authority.

Revenues:	County Grant - Park	212-000-000-540.100	\$8,435.00
		Net Revenues	<u><u>\$8,435.00</u></u>

Expenditures:	Prof Serv - Skate Park	212-212-000-801.300	\$8,435.00
		Net Expenditures	<u><u>\$8,435.00</u></u>

266 - LAW ENFORCEMENT FUND	Total Increase	<u><u>\$122,467.00</u></u>
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Request to increase the budget for the purchase and installation of a generator at \$83,767 and OHM professional service at \$38,700 for the LEC Building located on Huron Street. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$122,467.00
		Net Revenues	<u><u>\$122,467.00</u></u>

Expenditures:	Capital Outlay	266-301-000-971.001	\$122,467.00
		Net Expenditures	<u><u>\$122,467.00</u></u>

Motion to Amend the 2019 Budget (#9) REVISED 5/20/19

Move to increase the General Fund budget by \$46,410 to \$10,084,556 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$74,405 to \$6,476,990 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$8,435 to \$1,672,548 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$122,467 to \$7,802,624 and approve the department line item changes as outlined.



February 11, 2019

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

RE: Proposal for Law Enforcement Center Generator Replacement Assistance
Design and Construction Services

Dear Mr. Radzik:

Thank you for the opportunity to submit this proposal to provide professional engineering design and construction services for the Township. As you know, the Township is interested in replacing the existing 45 KW generator at the Law Enforcement Center with a 300 KW diesel generator. In this proposal, we have outlined the scope and clarifications necessary to seek bids and provide construction services for the Township to address the generator replacement.

PROJECT UNDERSTANDING

In December 2018, our office entered into an agreement with the Township to provide professional design services for a generator replacement at the Law Enforcement Center. In that agreement, OHM Advisors proposed to deliver final plans and bidding documents to secure bids from contractors to provide and install a 300 KW diesel generator. At the time plans and bidding documents were ready for Township review, our office received direction to bid out the procurement of the generator separately from the generator installation. This proposal encompasses the work required to revise the existing bid package and prepare two (2) final plans and bidding documents, administer and assist with the award of both contracts, provide as-needed construction services for each, and assist with project close-outs.

ASSUMPTIONS/CLARIFICATIONS

- ▼ The Township Building Department will inspect the construction.
- ▼ 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.



SCOPE

Our scope of professional services includes the following tasks:

Task 1 – Bid Package Assembly & Bidding for Generator Procurement Contract

- ▼ Modify existing bid package to only include contract documents and technical specifications for the generator procurement.
- ▼ Provide opinion of cost.
- ▼ Assist the Owner in the construction bidding/contracting process including: distributing bidding documents on BidNet Direct (formerly MITN) and issuing pre-construction addenda.
- ▼ Attend bid opening and review all received bid packages for completeness. OHM will also provide a technical review of each bid to ensure all generator requirements are met.
- ▼ Provide bid tabulation that includes OHM's technical evaluation of each bid, and a recommendation of award to the Owner.
- ▼ Attend one (1) meeting with the Owner to review bid tabulation and the technical evaluation.

Task 2 – Bid Package Assembly & Bidding for Generator Installation Contract

- ▼ Modify existing bid package to only include contract documents and technical specifications for the generator installation. This will also include incorporating the specifications of the generator from the awarded procurement contract into the installation contract.
- ▼ Provide opinion of construction cost.
- ▼ Attend a total of two (2) meetings with the Owner to review preliminary and final documents prior to bidding.
- ▼ Assist the Owner in the construction bidding/contracting process including: distributing bidding documents on BidNet Direct (formerly MITN), conducting a pre-bid meeting, and issuing pre-construction addenda.
- ▼ Attend mandatory pre-bid meeting.
- ▼ Attend bid opening and review all received bid packages for completeness.
- ▼ Provide bid tabulation to the client and recommendation of award to the Owner.

Task 3 – Construction Administration & Field Observation for Each Contract

Construction administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of each contract from contractor initiation to completion of final punch list items.

- ▼ Coordination, scheduling, and conducting of two (2) preconstruction meetings. The Owner will provide a single point of contact for this project.
- ▼ Assist with coordination and delivery of the generator and appurtenances with the Owner and Contractor.
- ▼ Monitor, evaluate, and provide administrative action to achieve timely processing of shop drawings and product submittals.
- ▼ Provide timely responses to field questions, Request for Information (RFI's), Change Order requests, and field memos.
- ▼ Attend two (2) progress meetings and record meeting notes.
- ▼ Provide as-needed construction inspection (OHM estimates two (2) days of inspection for electrical work).
- ▼ Perform as-needed site visits to evaluate the contractor's progress and verify the contractor's request for payments (OHM estimates two (2) site visits).
- ▼ Review contractor payments as work is completed.

Task 4 – Project Close-out and Review of As Built Plans / O&M Manual

Project close-out services will begin immediately following when the contractor has identified substantial completion.

- ▼ Perform a final site walk through and prepare and distribute a final punch list.



- ▼ Ensure contractor has provided all requested operation and maintenance manuals for equipment provided and Owner Training was completed.
- ▼ Review as-built plans in accordance with the specifications and follow up with the contractor to incorporate inspector notes and equipment information on the plans.
- ▼ Follow up on final documents as required in the contract to be delivered by the contractor to the Township.
- ▼ Finalize final contract paperwork necessary to close out the contract and recommend final acceptance to the Township.

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 2019 Hourly Rates. OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis.

Design Tasks	Fee
Task 1	\$7,900.00
Task 2	\$7,500.00
Task 3	\$16,600.00
Task 4	\$6,700.00

The total fee is estimated to be \$38,700.00. Task 3 is based on two (2) days of inspection and two (2) site visits over the anticipated 4-weeks of construction of this project. Full-time inspection is not provided unless otherwise requested. Additional items not outlined in this proposal can added on a Time & Material basis (hourly).

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

Charter Township of Ypsilanti
CLIENT

 (Signature)

Matthew D. Parks | *Kathy Rap*

Matthew D. Parks, P.E.
 (Name)

Brenda L. Stumbo | *Karen Lovejoy Roe*

Principal in Charge
 (Title)

Supervisor | *clerk*

 (Date)

May 22, 2019