

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2019 REGULAR BOARD MEETING**

Supervisor Stumbo 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.

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

**Members Absent:** Treasurer Doe

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. 7:00PM – RESOLUTION 2019-34, CREATION OF NEIGHBORHOOD  
STREETLIGHT SPECIAL ASSESSMENT DISTRICT #217 MAJESTIC PONDS  
AND PONDS AT LAKEWOOD (PUBLIC HEARING SET AT THE AUGUST 20,  
2019 REGULAR MEETING)**

**Supervisor Stumbo declared the Public Hearing Open at 7:02PM**

**Supervisor Stumbo declared the Public Hearing Closed at 7:04PM**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-34, Creation of Neighborhood Streetlight Special Assessment District #217 Majestic Ponds and Ponds at Lakewood (Public Hearing Set at the August 20, 2019 Regular Meeting) (see attached).**

**Supervisor Stumbo asked for a friendly amendment to request the developer to pay the costs for the first year. It was agreed to include this in the motion by Clerk Lovejoy Roe and Trustee Jarrell Roe.**

**The motion carried unanimously.**

**The Board Agreed to act on the confirming resolutions first and then hold the Special Assessment Levy Public Hearing and act on Resolution 2019-35.**

**1. RESOLUTION 2019-36 - CONFIRMING SPECIAL ASSESSMENT DISTRICT  
#071 FOR THE LAKEWOOD AND MAJESTIC LAKES NEIGHBORHOOD  
SECURITY CAMERAS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-36 – Confirming Special Assessment District #071 for the Lakewood and Majestic Lakes Neighborhood Security Cameras (see attached)**

**The motion carried unanimously.**

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**2. RESOLUTION 2019-37 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #072 FOR THE PONDS AT LAKEWOOD AND MAJESTIC PONDS NEIGHBORHOOD SECURITY CAMERAS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-37 – Confirming Special Assessment District #072 for the Ponds at Lakewood and Majestic Ponds Neighborhood Security Cameras (see attached).

The motion carried unanimously.

**3. RESOLUTION 2019-38 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #073 FOR THE REDWOOD AND NAUTICA POINTE APARTMENTS NEIGHBORHOOD SECURITY CAMERAS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Resolution 2019-38 – confirming Special Assessment District #073 for the Redwood and Nautica Point Apartments Neighborhood Security Cameras (see attached).

The motion carried unanimously.

**4. RESOLUTION 2019-39 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFF'S CONDOS NEIGHBORHOOD SECURITY CAMERAS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-39 – Confirming Special Assessment District #074 for the Cliff's Condos Neighborhood Security Cameras (see attached).

The motion carried unanimously.

**5. RESOLUTION 2019-40 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #214 FOR THE LAKEWOOD AND MAJESTIC LAKES NEIGHBORHOOD STREETLIGHTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Resolution 2019-40 – Confirming Special Assessment District #214 for the Lakewood and Majestic Lakes Neighborhood Streetlights (see attached).

The motion carried unanimously.

**6. RESOLUTION 2019-41 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #215 FOR THE PONDS AT LAKEWOOD AND MAJESTIC PONDS NEIGHBORHOOD STREETLIGHTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-41 – Confirming Special Assessment District #215 for the Ponds at Lakewood and Majestic Ponds Neighborhood Streetlights (see attached).

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The motion carried unanimously.

**7. RESOLUTION 2019-42 – CONFIRMING SPECIAL ASSESSMENT DISTRICT  
#216 FOR THE REDWOOD AND NAUTICA POINTE APARTMENTS  
NEIGHBORHOOD STREETLIGHTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-42 – Confirming Special Assessment District #216 for the Redwood and Nautica Pointe Apartments Neighborhood Streetlights (see attached).

The motion carried unanimously.

**B. 7:15PM – RESOLUTION 2019-35, 2019 SPECIAL ASSESSMENT LEVY  
(PUBLIC HEARING SET AT THE AUGUST 20, 2019 REGULAR MEETING)**

Supervisor Stumbo declared the Public Hearing Open at 7:23PM

Supervisor Stumbo declared the Public Hearing Closed at 7:24PM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Resolution 2019-35, 2019 Special Assessment Levy (Public Hearing set at the August 20, 2019 Regular Meeting) (see attached).

The motion carried unanimously.

**PUBLIC COMMENTS**

Arloa Kaiser, Township Resident thanked the people who are interested in our neighborhoods and sponsored the End of Summer Bash at Sugarbrook Park. She said everyone had a good time.

Larry Smith, Township Resident said US-12 and Wiard Rd. has become a dangerous area and it was very noisy. He said another concern was on US-12 several vehicles are in the wrong lane and there should be a divider to stop the people from going the wrong way. He said it is also become a race track both on US-12 and Wiard Rd. He said they have problems in West Willow with rats, mice, raccoons, opossums. He said his neighbor lost his dogs to coyotes. He said the Covenant Church is so over grown and they should have to maintain their property.

Trustee Ross-Williams stated that an exterminator service will be coming out to address these issues.

Lisa Ellis, Township Resident stated that she and her neighbors have trouble with rats. She said her husband caught 8 rats last week. She said she lives in Sugarbrook.

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Supervisor Stumbo said that rats look for garbage, water, and debris and she would have the problem addressed.

**CONSENT AGENDA**

**A. MINUTES OF THE AUGUST 20, 2019 WORK SESSION AND REGULAR MEETING**

Supervisor Stumbo stated she would give Clerk Lovejoy Roe the changes to the minutes.

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 3, 2019 IN THE AMOUNT OF \$751,044.2**
- 2. STATEMENTS AND CHECKS FOR SEPTEMBER 17, 2019 IN THE AMOUNT OF \$404,905.61**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR AUGUST 2019 IN THE AMOUNT OF \$39,188.84**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR JULY 2019 IN THE AMOUNT OF \$1,169.00**

**C. AUGUST 2019 TREASURER'S REPORT**

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

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE (none)**

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF ORDINANCE 2019-489, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES (1<sup>ST</sup> READING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Jarrell Roe to Approve 2<sup>nd</sup> Reading of Ordinance 2019-489, an Ordinance to Amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to Adjust Sewage Disposal Rates (1<sup>st</sup> Reading Held at the August 20, 2019 Regular Meeting) (see attached).



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Jarrell Roe.....Yes	Eldridge.....Yes	Ross Williams...Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes

The motion carried unanimously.

**2. REQUEST TO APPROVE THE FOLLOWING PRIVATE ROAD VARIANCES  
(PUBLIC HEARING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)**

- A. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER ROAD AND 5285 AND 5287 MERRITT ROAD**
- B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN TO STANDARDS TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R-1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR ADDRESSES 5285 AND 5287 MERRITT ROAD**

**A motion was made by Trustee Wilson, supported by Ross-Williams to NOT Approve the Following Private Road Variances (Public Hearing Held at the August 20, 2019 Regular Meeting).**

- A. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER ROAD AND 5285 AND 5287 MERRITT ROAD**
- B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN TO STANDARDS TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R-1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR ADDRESSES 5285 AND 5287 MERRITT ROAD**

Trustee Wilson indicated he was not supporting the requested variances because of the reasons outlined in the letter from the Township Planner dated September 10, 2019.

Trustee Jarrell Roe also stated she would vote against this at this time.

Clerk Lovejoy Roe said she was going to vote against denying these variances because of the need for a variety of housing and the approval could be done with conditions addressing the concerns of all.

Trustee Ross Williams said she needed clarity on this issue and the Planner had recommended not approving the variances.

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The motion passed. Clerk Lovejoy Roe voted Nay

**NEW BUSINESS**

- 1. REQUEST TO RELEASE THE DRAFT MASTER PLAN “YPSILANTI 2040” TO ADJACENT MUNICIPALITIES AND PUBLIC UTILITIES PER THE MICHIGAN PLANNING ENABLING ACT**

Megan Mason Minnock, Carlisle, Wortman and Associates, explained the draft of the Master Plan Ypsilanti 2040 to the Board and presented a digital presentation. (See Attached)

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Release the Draft Master Plan “Ypsilanti 2040” to Adjacent Municipalities and Public Utilities per the Michigan Planning Enabling Act.**

The motion carried unanimously.

- 2. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GENERAL CODE FOR PURCHASE OF THE LASERFICHE ENTERPRISE CONTENT MANAGEMENT SYSTEM (RECORDS MANAGEMENT SOFTWARE), SCANNERS AND COMPUTER SUPPORT ITEMS IN THE AMOUNT OF \$38,418.03 BUDGETED IN LINE ITEM #101-266-000-977-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve Professional Services Agreement with General Code for Purchase of the Laserfiche Enterprise Content Management System (Records Management Software), Scanners and Computer Support Items in the amount of \$38,418.03 Budgeted in Line Item #101-266-000-977-001 Contingent Upon Approval of the Budget Amendment (see attached).**

Supervisor Stumbo said this project was in the Clerk’s Department was Phase I and the Accounting Department would be Phase II in the first part of 2020.

The motion carried unanimously.

- 3. RESOLUTION 2019-43, AUTHORIZATION OF THE DIVISION OF PLATTED LOTS IN THE FORD LAKE HEIGHTS SUBDIVISION**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams to Approve Resolution 2019-43, Authorization of the Division of Platted Lots in the Ford Lake Heights Subdivision (see attached).**

The motion carried unanimously.

- 4. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PURCHASE OF TEN (10) NEW HID TIME CLOCKS AND PAYROLL INTERFACE SOFTWARE**

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**FROM CINCINNATI TIME SYSTEM IN THE AMOUNT OF \$20,200.00  
BUDGETED IN LINE ITEM #101-266-000-977-001**

**A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve Request to Waive the Financial Policy and Approve the Purchase of Ten (10) New HID Time Clocks and Payroll Interface Software from Cincinnati Time System in the Amount of \$20,200.00 Budgeted in Line Item #101-266-000-977-001 (see attached).**

**The motion carried unanimously.**

- 5. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO MICHIGAN CATERPILLAR FOR PURCHASE OF A 2020 CAT 950M WHEEL LOADER IN THE AMOUNT OF \$218,051.00 BUDGETED IN LINE ITEM #590-590-000-977-000 CONTINGENT ON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to Waive the Financial Policy and Award the Low Quote to Michigan Caterpillar for Purchase of a 2020 Cat 950M Wheel Loader in the Amount of \$218,051.00 Budgeted in Line Item #590-590-000-977-000 Contingent on Approval of the Budget Amendment.**

**The motion carried unanimously.**

- 6. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR BID DOCUMENTS AND BID OVERSIGHT FOR COMMUNITY CENTER FLOORING**

**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 for Funding for Bid Documents and Bid Oversight for Community Center Flooring (see attached).**

**Trustee Jarrell Roe shared her excitement about the new flooring project at the Community Center.**

**The motion carried unanimously.**

- 7. REQUEST TO APPROVE SPICER GROUP AGREEMENT TO PREPARE BID DOCUMENTS AND OVERSIGHT OF THE BID PROCESS TO REPLACE COMMUNITY CENTER FLOORING IN THE AMOUNT OF \$6,000.00 BUDGETED IN LINE ITEM #212-970-000-976-008 CONTINGENT UPON BUDGET AMENDMENT AND AUTHORIZATION FOR SPICER GROUP, RSD STAFF, AND OFFICIALS TO APPROVE BID SPECIFICATIONS, POST THE BID AND SELECT A CONTRACTOR AND SIGN CONTRACT, WITH THE APPROVAL OF THE ATTORNEY TO MEET REQUIREMENTS OF HUD AND INSURE HOLIDAY CONSTRUCTION**

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**A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve the Request of the Spicer Group Agreement to Prepare Bid Documents and Oversight of the Bid Process to Replace Community Center Flooring in the Amount of \$6,000.00 Budgeted in Line Item #212-970-000-976-008 Contingent Upon Budget Amendment and Authorization for Spicer Group, RSD Staff, and Officials to Approve Bid Specifications, Post the Bid and Select a Contractor and Sign Contract, with the Approval of the Attorney to Meet Requirements of HUD and Insure Holiday Construction (see attached).**

Clerk Lovejoy Roe explained the importance of trying to meet the holiday construction period and the need to allow the project to move forward and said she would make sure and keep the board up to date on the selection of a contractor.

Kevin Wilks, Spicer Group introduced himself to the Board and talked about the Project at the Community Center and the two ways the project would be bid.

**The motion carried unanimously.**

**8. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR CONSTRUCTION OF A BUS STOP AT SCHOONER COVE APARTMENTS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Agreement with Washtenaw County for Subaward of Federal Financial Assistance for Funding for Construction of a Bus Stop at Schooner Cove Apartments (see attached).**

**The motion carried unanimously.**

**9. REQUEST APPROVAL OF AGREEMENT WITH OHM FOR CONSTRUCTION SERVICES FOR THE SCHOONER COVE SUB STOP IN THE AMOUNT OF \$27,700.00 BUDGETED IN LINE ITEM #101-970-000-974-100 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request to Approve Agreement with OHM for Construction Services for the Schooner Cove Bus Stop in the Amount of \$27,700.00 Budgeted in Line Item #101-970-000-974-100 Contingent upon Approval of the Budget Amendment (see attached).**

**The motion carried unanimously.**

**10. REQUEST TO APPROVE CONTRACT WITH WASHTENAW COUNTY FOR ANIMAL CONTROL IN THE AMOUNT OF \$45,000.00 BUDGETED IN LINE ITEM #266-301-000-831-012**

**A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to**

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**Approve Request to Approve Contract with Washtenaw County for Animal Control in the Amount of \$45,000.00 Budgeted in Line Item #266-301-000-831-012 (see attached).**

**The motion carried unanimously.**

- 11. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO FARMER UNDERWOOD FOR PURCHASE OF CRUSHED LIMESTONE AND SCREENED TOPSOIL TO BE USED AT THE YPSILANTI TOWNSHIP PARKS IN THE AMOUNT OF \$11,670.00 BUDGETED IN LINE ITEM #212-970-000-975-795**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Waive the Financial Policy and Award the Low Quote to Farmer Underwood for Purchase of Crushed Limestone and Screened Topsoil to be Used at the Ypsilanti Township Parks in the Amount of \$11,670.00 Budgeted in Line Item #212-970-000-975-795.**

**The motion carried unanimously.**

- 12. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO SAND SALES FOR PURCHASE OF BUNKER SAND FOR GREEN OAKS GOLF COURSE IN THE AMOUNT OF \$10,500.00 BUDGETED IN LINE ITEM #212—970-000-975-795**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Waive the Financial Policy and Award the Low Quote to Sand Sales for Purchase of Bunker Sand for Green Oaks Golf Course in the Amount of \$10,500.00 Budgeted in Line Item #212-970-000975-795.**

**The motion carried unanimously.**

- 13. BUDGET AMENDMENT #14**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Budget Amendment #14 (see attached).**

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST TO SEEK SEALED BIDS FOR THE PURCHASE OF A NEW RIDING SPRAYER FOR GREEN OAKS GOLF COURSE**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request to Seek Sealed Bids for the Purchase of a New Riding Sprayer for Green Oaks Golf Course.**

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The motion carried unanimously.

- 2. REQUEST TO AWARD THE ONLY BID TO GIBRALTER CONSTRUCTION CO. FOR THE CONSTRUCTION OF THE SCHOONER COVE BUS SHELTER IN THE AMOUNT OF \$187,335.60 WITH A 10% CONTINGENCY OF \$18,664.40 FOR A TOTAL CONSTRUCTION AMOUNT OF \$206,000.00 BUDGETED IN LINE ITEM #101-970-000-974-100**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request to Award the Low Bid to Gibraltar Construction Co. for the Construction of the Schooner Cove Bus Shelter in the Amount of \$187,335.60 with a 10% Contingency of \$18,664.40 for a Total Construction Amount of \$206,000.00 Budgeted in Line Item #101-970-000-974-100.**

The motion carried unanimously.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Adjourn.**

The motion carried unanimously.

The meeting was adjourned at approximately 8:58PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# Charter Township of Ypsilanti

## RESOLUTION NO. 2019-34

### CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #217 MAJESTIC PONDS AND PONDS AT LAKEWOOD

**WHEREAS**, the Township Board of Trustees approved the Planned Development Agreement with Diverse Real Estate for Majestic Ponds and Ponds at Lakewood, which requires the installation of seven (7) streetlights in the development. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #217 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

**WHEREAS**, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

**WHEREAS**, on July 5, 2019 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Majestic Ponds and Ponds at Lakewood, Ypsilanti Township, consisting of 53 parcels, which said plans included, *inter alia*, the installation of **“seven (7) 39w LED Basic Granvilles and seven (7) Code 16 posts on concrete foundations”** with the cost of said improvements being approximately:

<b>Total Estimate Construction Cost:</b> .....	<b>\$29,216.71</b>
<b>Total Lamp Charge For Three (3) Years:</b> .....	<b>\$4,971.96</b>
<b>Contribution (Cost minus 3 years revenue):</b> .....	<b>\$24,244.75</b>
<b>Total Annual Lamp Charges:</b> .....	<b>\$ 1,657.32</b>

**WHEREAS**, on July 23, 2019 the Township Clerk received notification from the Township Assessor that the cost of providing a street light for Lakewood/ Majestic Lakes, Ypsilanti Township, consisting of 53 parcels, which said plans included, *inter alia*, the installation of **“seven (7) 39w LED Basic Granvilles and seven (7) Code 16 posts on concrete foundations”** (construction costs of \$24,244.75 for the installation will not be included in the special assessment district and has been paid by Diversified Real Estate) will be **\$31.27** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$31.27** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

**WHEREAS**, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the September 17, 2019 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

**WHEREAS**, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

**WHEREAS**, on September 17, 2019, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

**NOW THEREFORE, BE IT RESOLVED**, that special assessment district #217 be created for the purpose of providing seven (7) streetlights for Majestic Ponds and Ponds at Lakewood, consisting of 53 parcels.

**BE IT FURTHER RESOLVED**, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Majestic Ponds and Ponds at Lakewood, consisting of 53 parcels, which said plans included, *inter alia*, the installation of “**seven (7) 39w LED Basic Granvilles and seven (7) Code 16 posts on concrete foundations**” (construction costs of \$24,244.75 for the installation will not be included in the special assessment district and has been paid by Diverse Real Estate) will be **\$31.27** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$31.27** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

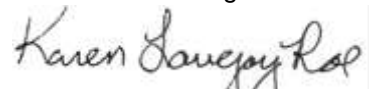
**BE IT FURTHER RESOLVED**, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

**BE IT FURTHER RESOLVED**, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

**BE IT FURTHER RESOLVED**, that 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.

**BE IT FURTHER RESOLVED**, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

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. 2019-34 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-36

### Resolution Confirming Special Assessment District #071 for the Lakewood and Majestic Lakes Neighborhood Security Cameras

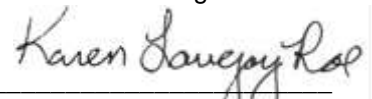
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

**Whereas**, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$11.68 per parcel is hereby confirmed and shall be added to and also known as Lakewood and Majestic Lakes Neighborhood Security Cameras Special Assessment District #071.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-37

### **Resolution Confirming Special Assessment District #072 for the Ponds at Lakewood and Majestic Ponds Neighborhood Security Cameras**

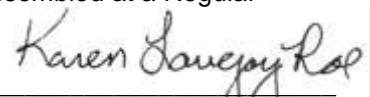
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

**Whereas**, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$43.40 per parcel is hereby confirmed and shall be added to and also known as Ponds at Lakewood and Majestic Ponds Neighborhood Security Cameras Special Assessment District #072.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-38

### **Resolution Confirming Special Assessment District #073 for the Redwood and Nautica Pointe Apartments Neighborhood Security Cameras**

**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

**Whereas**, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$2,300.24 per parcel is hereby confirmed and shall be added to and also known as Redwood and Nautica Pointe Apartments Neighborhood Security Cameras Special Assessment District #073.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-38 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-39

### **Resolution Confirming Special Assessment District #074 for the Cliff's Condos Neighborhood Security Cameras**

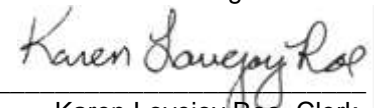
*Whereas*, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

*Whereas*, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

*Now Therefore, be it resolved*, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$9.39 per parcel is hereby confirmed and shall be added to and also known as Cliff's Condos Neighborhood Security Cameras Special Assessment District #074.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-39 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-40

### Resolution Confirming Special Assessment District #214 for the Lakewood and Majestic Lakes Streetlights

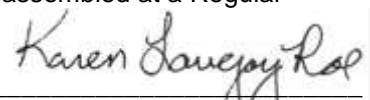
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

**Whereas**, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$.88 per parcel is hereby confirmed and shall be added to and also known as Lakewood and Majestic Lakes Streetlight Special Assessment District #214.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-40 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-41

### Resolution Confirming Special Assessment District #215 for the Ponds at Lakewood and Majestic Ponds Streetlights

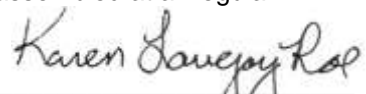
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

**Whereas**, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$3.26 per parcel is hereby confirmed and shall be added to and also known as Ponds at Lakewood and Majestic Ponds Streetlight Special Assessment District #215.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-41 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2019-42

### Resolution Confirming Special Assessment District #216 for the Redwood and Nautica Pointe Apartments Streetlights

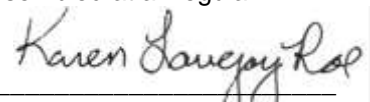
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

**Whereas**, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$172.98 per parcel is hereby confirmed and shall be added to and also known as Redwood and Nautica Pointe Apartments Streetlight Special Assessment District #216.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this 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. 2019-42 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2019-35

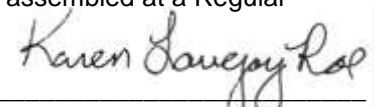
### SPECIAL ASSESSMENT LEVY

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees, on September 17, 2019 held a public hearing on the proposed special assessment roll prepared by the Deputy Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

**WHEREAS**, on September 17, 2019 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Deputy Assessor.

**NOW THEREFORE, BE IT RESOLVED** that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2019 Winter Tax Roll.

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. 2019-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



**PUBLIC ACT 188 OF 1954 PROCEEDINGS  
CHARTER TOWNSHIP OF YPSILANTI  
WASHTENAW COUNTY, MICHIGAN  
NOTICE OF PUBLIC HEARING  
ON SPECIAL ASSESSMENT ROLL**

**PLEASE TAKE NOTICE** that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll prepared by the Assessor covering all properties within the Special Assessment Districts benefited by the districts listed below.

**PLEASE TAKE FURTHER NOTICE** that the Assessing Officer has further reported that the assessment against each parcel of land within said district is such relative portion of the whole sum levied against all parcels of land in said district as the benefit to such parcels bears to the total benefit to all parcels of land in said district.

**PLEASE TAKE FURTHER NOTICE** that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **September 17, 2019**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner, or partner in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance should not be required. (The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

**THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2019 WINTER TAX ROLL**

<u>SPECIAL ASSESSMENT</u>	<u>CODE</u>
Sherman Oaks Water	051

**SECURITY CAMERA SPECIAL ASSESSMENTS**

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Sugarbrook	060	West Willow	061
Thurston Area	062	Apple Ridge Area	063
Bud- Blossom Area	064	Holmes Rd Area	066
Huron Heights/ Huron Ridge	068	Creekside Village South	069
Manors at Creekside Village	070	Lakewood- Majestic Lks	071
Ponds at Lkwd- Maj Pond	072	Redwood/ Nautica Pt Apts	073
Cliffs Condos	074		

**STREET LIGHT SPECIAL ASSESSMENTS**

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Shady Knoll 1-6	101	Nancy Park 1-3	102	Nancy Park 5-6	103
West Willow #1	104	Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108	Washtenaw Ridge	109
Nancy Park #7	111	Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115	S. Devonshire	116
Washtenaw Concourse	117	Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121	Hawthorne Street	122
Hunt/Hollis	123	Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127	West Willow 10&11	129
Johnson Place	130	Huron Hearthside	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134	Brookside Street	135
Huron Commercial	136	Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140	Ford Lake Village #2	141
Streamwood 1-7	142	Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149	Georgetown Condos	150
Streamwood #8	151	Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155	N. Kansas	156
Russell St	157	Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162	Greenfields #1	163
Partridge Creek 2&3	164	Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168	Clubview Sub	169
Wash Clubview	170	Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174	Raymond Meadows	175
Tyler Rd	176	Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180	Kirk St	181
Greene Farm 5	182	Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186	Whispering Meadows	187
Huron Meadows	188	Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194	Washtenaw Clubview	196
Bradley Ave	197	Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202	Majestic Lake	203
Firwood Area	204	Bradley St	205	136- 177 Conversion	206
Lakeview #2	207	Tremont Park Sub	208	Turtle Creek #2	209
Creekside Village West #2	211	Manors of Creekside Village	212	Creekside Village South #2	213
Lakewood- Majestic Lakes	214	Ponds at Lkwd-Maj Ponds	215	Redwood/ Nautica Pt Apts	216

**KAREN LOVEJOY ROE, CLERK**  
Charter Township of Ypsilanti

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services to individuals with disabilities requiring auxiliary aids or services. Individuals should contact the Ypsilanti Township Board by writing or calling the following: KAREN LOVEJOY ROE, CLERK, 7200 S. Huron River Drive, Ypsilanti, MI 48197, PHONE: (734) 484-5156 or E-MAIL: klovejoyroe@ytown.org

# CHARTER TOWNSHIP OF YPSILANTI

## PROPOSED ORDINANCE 2019-489

**An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.**

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:**

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2019, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2019, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

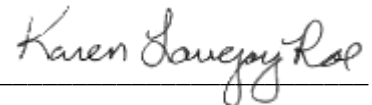
**Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Water Rate
5/8-3/4	\$ 15.99
1	\$ 39.98
1-1/2	\$ 79.96
2	\$ 127.94
3	\$ 399.80
4	\$ 799.60
6	\$ 1,599.19
8	\$ 2,798.58
10	\$ 4,397.77
12	\$ 5,197.37

**Commodity rate:** \$2.63 per 100 cubic feet

\* \* \* \* \*

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2019-489 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 17, 2019 after first being introduced at a Regular Meeting held on August 20, 2019. The motion to approve was made by member Roe and seconded by Jarrell Roe YES: Stumbo, Roe, Eldridge, Jarrell Roe, Ross Williams, Wilson ABSENT: Doe NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# Charter Township of Ypsilanti, MI

Washtenaw County

## Laserfiche Enterprise Content Management System

August 9, 2019

Valid for 3 months



Bryan Fatka  
Solutions Account Executive  
248-320-3948  
[BFatka@generalcode.com](mailto:BFatka@generalcode.com)

**GENERAL  
CODE**

A Member of the ICC Family of Companies

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## INTRODUCTION

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Based on the Township’s current needs and looking to the Township’s potential future uses of electronic content management, General Code recommends implementation of Laserfiche Avante.

Laserfiche Avante is a robust system that provides the flexibility to configure the system to your specific way of doing business without your having to “shoehorn” your processes to fit the mandates of a software solution. Laserfiche is also easily expanded – to different departments, different types of documents, and many other users in the future as you see other uses.

General Code’s experienced staff will help you configure your system to maximize efficiencies now and for decades to come.

### ABOUT GENERAL CODE

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is a top 5 government reseller of Laserfiche in the United States, offering more than 14 years of experience, coupled with an industry-leading service, integration, training and helpdesk team.

With Laserfiche at the center of your Enterprise Content Management Solution, you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration capabilities and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Configuration of your Enterprise Content Management Solution to your situation reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our “General Code.” These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50+ years of service to public organizations and governments of all sizes.

#### Elements of our “code”:

*Digital information must be designed and implemented in ways that support the success of the entire organization.*

*Our content management solutions must run on a platform that we believe in.*

*The quality of our service and support determines the ultimate value of the solution we develop.*

*Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.*

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## LASERFICHE AVANTE SYSTEM OVERVIEW

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Today, successful organizations need more than document management; they need to optimize the decision-making process by getting the right content – whether structured or unstructured, paper or electronic, audio or video, photograph or e-mail – into the right hands at the right time.

Laserfiche Avante is a cutting-edge solution that combines comprehensive content management functionality with business process management (BPM) tools to both manage and process information – turning it into an asset that enables efficiency and smart decision making organization-wide. Laserfiche Avante provides all of the elements for today’s comprehensive needs:

- **Document Imaging** – Converts paper documents or film into an electronic or digital format.
- **Document Management** – Manages documents (physical or digital) through their lifecycles.
- **Business Process Management** – Applies workflow technology to content-related processes in order to standardize and optimize them.
- **Integrative Middleware** – Provides many ways to interface with other business-specific applications to enable you to have one document repository that can be accessed from other applications and to enable “sharing” of data between other applications and Laserfiche.

The Laserfiche workflow engine gives you a platform to map, model and manage your business processes in order to obtain a better understanding of how to achieve your overall goals by:

- **Increasing productivity** by automating manual, repetitive processes.
- Modeling, executing and managing business processes **without writing code**.
- Triggering workflows based on **actions taken in Laserfiche or in 3<sup>rd</sup> party applications**, such as CRM, GIS, ERP and more.

Laserfiche Avante readily fits into your existing networked environment, without requiring custom programming or extensive hardware and software updates. Laserfiche is developed to support close integration with industry-standard operating systems and database management systems. See specifications in Appendix A for more detail.

Technology represents one of the most significant investments you make in your organization’s success, and General Code and Laserfiche are committed to providing a comprehensive framework for delivering value quickly, easily and without the need to bring in expensive experts at every turn. General Code has seasoned professionals to guide you through the planning and implementation process and will be there to provide on-going support.

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## PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

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- I. Upon finalization of the agreement, General Code's Project Manager will call you to review the Project Plan and discuss the following:
  - Designate the main contacts for the project from General Code and your organization
  - Discuss the proposed schedule and set dates
  - Determine any necessary hardware purchases, installation or configuration that must take place prior to the system installation, and set a date for completion of that work
  - Confirm availability of required personnel, equipment and facilities
  - Address any outstanding questions, concerns or issues
  
- II. The Initial Design and System Implementation Phase will include the following:
  - Installation and configuration of the main server components
  - Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and E-mail functionality, as well as scanner configuration and testing, if applicable
  - Complete system testing of all installed components
  - A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
  - Discussion of file-naming conventions to be used in the document management system
  - Establishment of an initial set of templates (electronic index cards)
  - Configuration of users, groups and user rights (security)
  - Training for users
  - Administrator training for up to two (2) people who will be responsible for administration of the system
  
- III. Transparent Records Management Implementation:
  - Information clarification and gathering
  - Template development
  - Loading of applicable retention schedules
  - Building of corresponding user folders
  - Building applicable workflows for Transparent Records Management
  - Records Manager training in records management functionality within Laserfiche

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## DESCRIPTION OF RECOMMENDED COMPONENTS

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### Laserfiche Avante™ Server Software

- Laserfiche Avante MS SQL server software is a complete electronic content management solution with fully integrated business process management. Laserfiche Avante includes the Laserfiche Automated Workflow Module and other important business-process functionality “baked into” the core software.

### Named Users

- Laserfiche named users have the ability to utilize all of the features of the software, including scanning, importing, file and volume management, search and retrieval, annotations, e-mail routing and workflow participation, as applicable and as security rights permit. Additional named user licensees can be added at any time, in any increment.
  - SnapShot Functionality
  - Email Funtcuality
  - Web Access
  - Laserfiche Mobile/App
  - Laserfiche Forms Essentials

### Standard Audit Trail Module

- The Standard Audit Trail Module provides you with the ability to track activity within your Laserfiche database (e.g., who accessed which document when, who input a document, who added pages, or moved a document, etc.). Standard Audit Trail also tracks failed attempts to access or change content and allows custom auditing by trustee.

### Import Agent Module

- Import Agent provides you with the ability to use multi-function devices (copier/scanners) or other “non-connected” scanners to bring documents automatically into Laserfiche using devices that are not directly-supported scanners. Import Agent is rules-based and can automatically bring documents into Laserfiche into pre-determined folders in Laserfiche based on their location on your network or other “rules.” Import Agent is often used to “kick off” workflows to further automate your processes.

### ScanConnect

- A software interface that allows Laserfiche to interface with a number of supported scanners using the ISIS communication standard.

### GC Streamline Laserfiche Automation by General Code / Records Management Module

- The Laserfiche Records Management Module manages imaged, electronic, and physical records. The Records Management Module is fully integrated within the Laserfiche interface, presenting a uniform look and feel to all users and simplifying the adherence to records management rules and policies. The Records Management Module helps you to enforce consistent organization-wide records retention policies, provides secure records tracking from cutoff to final destruction/disposition, and enables you to manage your paper records from the same application as your digital records.
- Transparent Records Management (TRM) enables Records Managers to have records organized by record series, while end users can have the documents organized differently, in an organizational structure that makes their day-to-day work more efficient. Each person sees only what they need to see to avoid confusion. Only one “original” of each record is stored in your Laserfiche database (a records management best practice), people inputting records into Laserfiche do not need to know or understand Records Management concepts or policies, and the records are automatically processed and filed according to the set policies of your organization. Professional services include:
  - Information clarification and gathering
  - Template development
  - Loading of applicable retention schedules
  - Building of corresponding user folders
  - Building applicable workflows for TRM
  - Records Manager training in records management functionality within Laserfiche



## INVESTMENT DETAIL & OPTIONS

**Hardware or any applicable taxes are not included in price, unless otherwise noted.**

Line Item Description	Model #	Quantity	Unit Price	Total
<b>Base Software</b>				
Avante Server for MS SQL with Workflow	MSE30	1	\$4,845.00	\$4,845.00
Avante Named Full User with Snapshot, Web Access & Email	MNF16	5	\$581.40	\$2,907.00
<b>Base Software Subtotal</b>				<b>\$7,752.00</b>
<b>Add-Ons/Plug-Ins</b>				
Laserfiche Avante Participant User	MPAR	5	\$339.15	\$1,695.75
Avante Import Agent	MCA01	1	\$1,448.66	\$1,448.66
Avante ScanConnect	MCS01	3	\$159.89	\$159.89
Avante Standard Audit Trail	MATM16	5	\$72.68	\$363.40
Avante Records Management Module	MSM60	1	\$5,814.00	\$5,814.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$9,481.70</b>
<b>Support</b>				
LSAP Avante Server for MS SQL with Workflow	MSE30B	1	\$969.00	\$969.00
LSAP Avante Named Full User with Snapshot, Web Access & Email	MNF16B	5	\$116.28	\$116.28
LSAP Laserfiche Avante Participant User	MPARB	5	\$67.83	\$67.83
LSAP Avante Import Agent	MCA01B	1	\$377.91	\$377.91
LSAP Avante ScanConnect	MCS01B	3	\$31.98	\$31.98
LSAP Avante Standard Audit Trail	MATM16B	5	\$14.53	\$14.53
LSAP Avante Records Management Module	MSM60B	1	\$1,162.80	\$1,162.80
SAP GC Streamline Records Management Business Process Automation Package	GCSL-RM_SAP	1	\$619.00	\$619.00
<b>Support Subtotal</b>				<b>\$3,359.33</b>
<b>Professional Services</b>				
GC Streamline Records Management Business Process Automation Package		1	\$5,500.00	\$5,500.00
Laserfiche Install and Training On-Site Days		2	\$1,650.00	\$3,300.00
Remote Services / Project Coordination		1	\$500.00	\$500.00
Programming		10	\$125.00	\$1,250.00
<b>Professional Services Subtotal</b>				<b>\$10,550.00</b>
<b>Grand Total</b>				<b>\$31,143.03</b>

**Software and Support costs discounted 3.1%**

*Anticipated annual LSAP fees after the included 1<sup>st</sup> year for the above configuration would be \$3,359.33\**

*\*This estimate is subject to change based upon the then-current support prices for that year.*

*Automated Workflow Module and Electronic Forms (software) is included with Laserfiche Avante. If/when the client wishes to implement Automated Workflow and Electronic Forms, there will be additional development, configuration and training time required. We will be happy to assess any Workflow implementation desires with you and provide any relevant fees at your request. (Fees will be based on the number and complexity of the desired workflows to be implemented.) These additional service fees would not apply until you are ready to implement this component.*

*Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.*

*When the Township is ready to proceed with the work and its comprehensive requirements are determined, a formal proposal can be finalized which may include applicable price adjustments.*

**1. Adjustments to Performance Schedule; Rescheduling.**

Adjustments to Schedule. Upon the mutual consent of the Township and General Code, the “Performance Schedule” may be changed or extended as outlined below.

Rescheduling. The Township must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay.

Travel-related penalties incurred by General Code due to a change in the Installation / Training schedule by the Township may be charged directly to the Township unless the delay is a result of a state of emergency.

**2. Contract Cancellation Policy.**

If the Township chooses to cancel this contract, it must do so in writing. The Township will be billed for the following contract-related expenses incurred and services provided up to the receipt of written contract cancellation, including:

- Any and all travel-related expenses incurred by General Code,
- Any and all consultation, installation and training services performed by General Code,
- Any and all software-related expenses incurred by General Code as per the Laserfiche Software Return Policy.

**3. Laserfiche Software Return Policy:**

- Unopened and not activated products can be returned within 30 days from the date of purchase at no charge.\*
- Unopened and not activated products returned between 31 days to 120 days from the date of purchase will incur a 15% restocking fee on the original purchase price.\*
- There is no return of products over 120 days from the date of purchase.
- There is no return of products that have been opened or activated.

*\*Return Credit, less applicable charges, will only be given after Laserfiche receives a letter of confirmation that the software was not opened or activated.*

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## AUTHORIZATION & AGREEMENT

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The **Township of Ypsilanti, Michigan** hereby agrees to the procedures outlined above, to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions>, and are incorporated herein by reference, and authorizes General Code to proceed with the project.

### **Electronic Document Management Project**

**\$31,143.03**

*Estimated Annual support fee second year forward (LSAP): \$3,359.33*

**Note:** *This estimate is subject to change based upon the then-current support prices for that year.*

*Software and Support costs discounted 3.1%*

<b>Electronic Document Management Solution:</b>	<u>\$ 31,143.03</u>
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### **SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

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All software components will be ordered approximately three weeks prior to installation and shipped to customer. The software maintenance (annual support) will start 30 days after software order.

- 50% of the project price shall be invoiced upon authorization of the project – payable within 30 days of authorization.
- 50% of the project price shall be invoiced upon completion of the installation and training.

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***(Client please fill out)*** Invoice for this Project to be sent to:

**Department:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

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### **TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL CODE, CMS, LLC**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

***In order to authorize the project:***

- 1. Sign the Proposal**
  - 2. Fax or email the Authorization & Agreement Section only to: [Sales@generalcode.com](mailto:Sales@generalcode.com) • fax (585) 328-8189**
  - 3. Mail the signed Proposal to General Code at: 781 Elmgrove Road • Rochester, NY 14624**
- General Code will then sign and mail a copy of this agreement back to the Township for its records.**

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## APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS

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*Please click on the below links to view current specifications:*

[Laserfiche Avante Minimum Recommended Hardware Specs](#)

[Laserfiche Default Ports](#)

[Virtualization Considerations for Laserfiche](#)

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## APPENDIX B – INSTALLATION, TRAINING AND SUPPORT

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### **Pre-Installation Teleconference and Technical Review**

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Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

### **Customized, Hands-On Training**

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General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

### **Laserfiche Software Assurance Plan (LSAP)**

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**LSAP** is renewable on an annual basis and was created to deliver critical program updates and provide on-going technical support for your Laserfiche document management system. With LSAP you will always be confident that you are receiving the very best performance and quality possible.

### **TECHNICAL SUPPORT**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at [lfsupport@generalcode.com](mailto:lfsupport@generalcode.com). With Basic LSAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. General Code's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

**SOFTWARE PATCHES AND UPGRADES:**

In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

**LASERFICHE OFF-HOURS SYSTEMS UPGRADES:**

At times it is a requirement that Laserfiche systems upgrades are done during off hours or over the weekend to minimize operational interruptions. General Code is happy to work with our customers to accommodate these requirements. With changes in the law regarding payment of overtime for non-exempt helpdesk staff that are involved in doing work after hours or over the weekend, they must be paid overtime. General Code is going to begin charging a nominal fee for the off-hours work to cover this new expense. The charge will not exceed \$500.00 for the time involved.

**Services covered under LSAP:**

- 
- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
  - Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
  - Provide and remotely apply minor patches/point releases on an as needed basis
  - Respond to request calls within 8 business hours, if not immediately
  - Provide technical support between the hours of 8:00 AM - 5:00 PM EST
  - Provide access to all major and minor patches provided by Compulink Laserfiche
  - Access to TIPS and FAQs on the General Code website
  - User group meetings
  - Access to Laserfiche's knowledgebase
  - Regular newsletters - Laserfiche & The Decoder
  - Access to webinars

**Services not covered under LSAP:**

- 
- Training - New user or refresher training - either on-site or remote
  - Repair of damaged databases
  - Establishment of SQL maintenance plan

- Addition of custom features or functionality to the software
- Support or troubleshooting of third party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Installation, Migration, Upgrading of software related to major software releases
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

Customer's Obligation:

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- To maintain appropriate backups of the Laserfiche database and associated files.
- To contact General Code prior to implementing significant network changes that has the potential to impact the Laserfiche system. Some examples are, operating system changes on either the server or PC, replacement of existing PCs or server(s), and changes in network configurations, such as server name, IP address or workgroup on PCs.
- To have Internet access on the Laserfiche server and all workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide General Code's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.



CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2019-43

RESOLUTION REGARDING THE DIVISION OF A PLATTED LOT

Resolution authorizing the division of platted lots in Ford Lake Heights Subdivision

WHEREAS, the owners of a Lots 27, 28, and 29 of Ford Lake Heights Subdivision has made a request to change lot boundaries as previously approved and recorded; and

WHEREAS, Township ordinance no. 2000-243, Article IX, Section 11.03 states that "Nothing herein shall prevent the Township Board from approving the division of any such lot, outlot or parcel of land in a case where the owner of such divided parcel owns land immediately adjacent thereto or in a case where there is presented to the Township Board an executed agreement to sell and convey such divided parcel to the adjoining owner and where the combined width, and area of the divided parcel and the adjacent parcel shall, as a single parcel, conform to the terms and provisions of this Ordinance and other ordinances of the Charter Township of Ypsilanti."

WHEREAS, the Township Planning and Development Coordinator has reviewed the division and confirmed that the resulting parcels meet the minimum requirements for lot size and road frontage as set forth by Section 2000 of the Township Zoning Ordinance.

THEREFORE, BE IT RESOLVED, that the revised property descriptions are approved as follows:

LEGAL DESCRIPTIONS:

**PARCEL 1:**

8075 LAKE CREST DR:

ALL OF LOT 27 AND THE EAST 50.11' OF LOT 28 FORD LAKE HEIGHTS

**PARCEL 2:**

8067 LAKE CREST DR:

THE WEST 5' OF LOT 28 AND ALL OF LOT 29

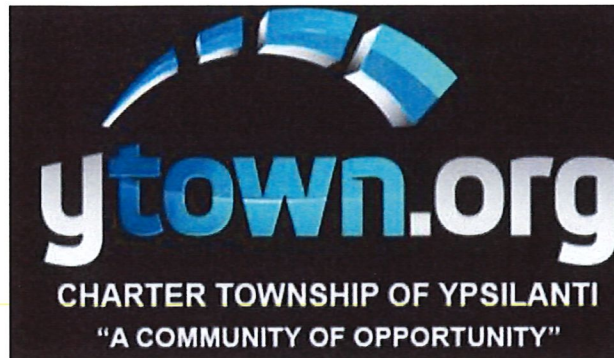
I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-43 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



## Estimated Investment Summary Prepared For:



August 8, 2019

### Solution Summary

The CTS 5000 Time and Attendance System is a complete web-based time and attendance solution designed for a wide variety of workforce management needs. The application leverages cutting-edge technologies such as XML and Web Services and uses open standards to provide in a hosted environment, a cost-effective platform for performing critical business functions rapidly over the Web. The user-friendly application is easy to navigate, configure and intuitive to use. Since the application is hosted, there is nothing to deploy, manage or update at the client location. As a hosted solution, the application meets and exceeds the demands of security and scalability. There are no hardware, software or network maintenance fees, thus reducing the total cost of ownership. The application integrates with other business systems. The current solution provides workstation / web data collection capabilities. The CTS 5000 Solution is hosted by CTS and accessed by employees, Supervisors and Administrators using the Internet. It includes the following:

- Flexible methods of time entry per employee (either *web-based PC* or *Clock*) with cell transfer capabilities.
- Ability to have employee punch at any clock using push technology for *real time posting* to the database.
- Electronic In/Out Board viewable by Supervisors for their subordinates.
- Ability to have employees use finger biometric technology to *confirm* their identities..
- *Unlimited employee time history* for reporting purposes at any user defined interval.
- Supervisors' on-line review, edit, and approval of employee timecards.
- Configurable Workflow Notifications proactively notify Supervisors of employees with exceptions or time cards that need their attention.
- Information Center notifies Supervisors of employees with attendance exceptions, pending time off requests and time cards that require approval.
- Employees can view their remaining vacation balances
- Employees can view their Timesheet at a PC
- Requests for time off can be submitted and approved/denied electronically.
- Supervisors can view time off requests for employees within a selected hierarchy level (e.g. department) to determine whether a request should be approved or denied.
- Employees can be notified of the decision via email.
- Approved leave time is automatically recorded on the employee's timecard.

**Solution Pricing**

Qty	Description	One-Time Fees	Est. Monthly	Est. Annually
1	CTS 5000 Hosted Time and Attendance			
1	<b>Active Employees at \$ 2.95 per month</b>			
1	<b>Supervisory Time Reviewers</b> \$3.00 each per month			
1	Benefit Accruals Module	<b>No Charge</b>		
10	NT7000 HID Proximity Clocks at \$1,995.00	\$19,950.00		
1	Payroll Interface - B,S, & A	\$250.00		
1	Upgrade software to Novatime 5000	<b>No Charge</b>		
1	Hosted License Fee	<b>No Charge</b>		
1	Training - includes onsite at Township's office and training at Cincinnati Time Systems	<b>No Charge</b>		
	<b>Total Investment</b>	<b>\$20,200.00</b>		

*\*\*\* Solution Pricing includes all software support and upgrades \*\*\**

**Leasing Fees**

The CTS 5000 Hosted Time and Attendance System is leased with the following fees:

**Monthly Fees**

Monthly fees of \$2.95 for each active employee and \$3.00 for each Supervisor. Pricing is based on payment being debited through an ACH transaction. Payment is deducted between the 3<sup>rd</sup> and 10<sup>th</sup> of each month. If the client does not give ACH Authorization, a \$.20 fee will be added to each employee. **Software support and upgrades are included in these fees.**

**Software Configuration Changes**

Small changes to the client software configuration for new pay rules, policies, etc. may be made by the client with support from Cincinnati Time Systems. There is no additional fee for these changes. Additional table setup may be subject to additional charges.

### On-Going System Administration

The client will have the ability to add and terminate employees, change or add shifts, departments, pay policies, rules, etc. Also, complete reporting capabilities are included.

### Training

Training for Charter Township of Ypsilanti will consist of 1 day onsite in Ypsilanti and 1 day at Cincinnati Time's office as well as unlimited days of Web for both main user's and supervisors.

### Reporting and Data Retention

Clients have access to **all historical data** and in the event that services are terminated, they may obtain a copy of all historical data in an agreed upon format.

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### Set-Up

Cincinnati Time Systems will provide initial software configuration. Clients provide:

- Employee data in an agreed upon format (Excel, etc.)
- Pay policies, rules, etc. as documented in a Set-Up Questionnaire
- Acceptable workstations with high-speed Internet access for all system users (Employees, "Time Reviewers," Administrators)

### Clocks

All Clocks have a full warranty for one year. Covers all parts and labor.

### Contracts

Clients are not required to sign a contract for specified service length.

### Annual Maintenance and Support

There are no annual maintenance and support fees. These are included in the monthly per-employee fees.





cincinnati time systems

**Application Performance**

The NOVAtime 5000 Hosted Time and Attendance System is expected to perform at the same level as other Internet-accessed business applications running in the same environment.

**CINCINNATI TIME SYSTEM**

**CHARTER TOWNSHIP OF YPSILANTI**

\_\_\_\_\_  
Cincinnati Time System

Brenda L. Stumbo  
Brenda L. Stumbo, Township Supervisor

Karen Lovejoy Roe  
Karen Lovejoy Roe, Township Clerk

Sept. 18, 2019  
Date

**COUNTY OF WASHTENAW, MICHIGAN**

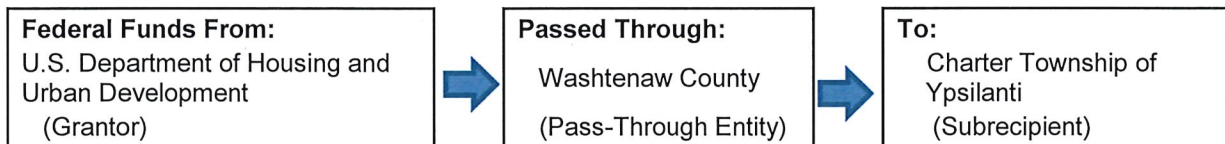
**Agreement for Subaward of Federal Financial Assistance**

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 **10<sup>th</sup> day of September, 2019**, 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	781488648
Federal Award Identification Number (FAIN)	\$6,000.00 - B-19-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2019 – July 23, 2019
Subaward Period of Performance (start and end date)	9/10/2019 - 9/10/2020
Amount of Federal Funds Obligated by this Agreement	\$6,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$6,000.00
Total Amount of the Federal Award	2019 - \$2,123,502.00

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 design, engineering, and bidding assistance costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark 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

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD’s Community Development Block Grant Entitlement Communities Grants (“CDBG”) and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:

## ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2019 CDBG funds for the eligible costs of design, engineering, and bidding assistance costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project for design and bidding assistance involves installation of approximately 6,525 square feet of new floor tiles where the existing flooring is in poor condition and poses safety concerns. The contract will be paid for with 2019 Urban County CDBG funding, **not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00)**, 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 the 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 the OCED Senior Fiscal Assistant. The Subrecipient shall submit programmatic reports **as requested** to CDBG Management Analyst.

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 **September 10, 2019** and ends on **September 10, 2020**, with an option to extend an additional **3 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. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

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)  
Director

BY: Brenda Stumbo  
Brenda Stumbo (DATE)  
Township Supervisor Sept. 18, 2019

By: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE)  
Township Clerk Sept. 18, 2019

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:

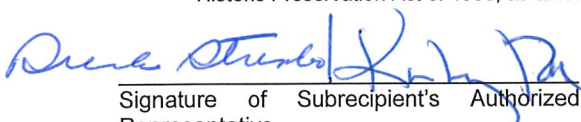
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give 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.

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.).

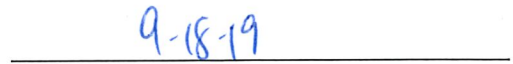
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable 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

- 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.

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

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

  
 \_\_\_\_\_  
 Name of Subrecipient Organization

  
 \_\_\_\_\_  
 Date Submitted

**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);

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

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

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

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

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-

(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;

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

(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:

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.

(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;

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

(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).

Chaparral Twp. of Ypsilanti  
Name of Subrecipient Organization

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:

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

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

Brenda Stumbo / Karen Lovejoy Roe  
Signature of Subrecipient's Authorized Representative

9-18-19

\_\_\_\_\_  
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: \_\_\_\_\_ CFDA Number: \_\_\_\_\_

#### Subrecipient Information:

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

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Independent Audit Firm: \_\_\_\_\_

Certification for Fiscal Year Ending (mm/dd/yyyy): \_\_\_\_\_

#### (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.

\_\_\_\_\_  
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 design, engineering, and bidding assistance costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. These activities will be paid for with 2019 CDBG funding in accordance with the budget in Attachment B.

**PROJECT TIMELINE:**

It is expected that in September 2019, Spicer Group,LLC will be authorized to provide design/engineering and bid specifications, and administer the Request for Proposals process to culminate in selection of a contractor to perform the Ypsilanti Township Community Center flooring replacement project. **See Attachment C for Spicer Group's design proposal.** It is anticipated that Spicer Group will release the RFP for flooring replacement project on or after October 16, 2019; bid will be awarded in early November for construction in late December/early January during the Center's regular winter holiday closure.

**ATTACHMENT B- PROJECT BUDGET**

**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed Dollars and Zero Cents (\$6,000.00) in 2019 CDBG Funds according to the budget below:

**PROJECT BUDGET:**

<b>Ypsilanti Township Community Center Flooring Project DESIGN Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts CDBG (2019) - allocation	\$6,000.00
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$6,000.00</b>
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$6,000.00
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>\$6,000.00</b>

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

**ATTACHMENT C- PROPOSAL FROM SPICER GROUP, LLC**





September 6, 2019

Mike Hoffmeister, CPRP  
Residential Services Director  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

RE: Community Center Flooring Replacement  
Charter Township of Ypsilanti, Michigan  
Letter Agreement for Professional Services

Mr. Hoffmeister:

As requested, we have prepared a proposal to assist you with bidding documents and bidding assistance for the flooring replacement of your community center.

Listed below is our understanding of the proposed project, our planned scope of work and our associated fee.

**Project Background**

The community center currently has flooring material that is adhered with an asbestos infused mastic. It is the township's desire to:

- Remove existing floor tile and mastic (performed by a certified asbestos abatement contractor)
- Install new floor tile to replace what has been removed.

Because the project will be funded by a Community Development Block Grant, the Township must hire a professional consulting firm to specify and bid out the project.

**Scope of Work**

Spicer Group's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project and unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval.

**I. Bidding Documents:**

During this phase, we will:

- Develop bidding documents including front-end contract language and technical specifications defining the work to be performed by the contractor and the terms of the agreement.

## II. Bidding:

During the Bidding Phase of the project we will:

- Prepare the construction bid advertisement for placement on our website and in the local newspaper and selected contractor publications. (*Any periodical advertisement costs will be billed directly to you.*)
- Attend a pre-bid meeting.
- Make plans and specifications available to interested contractors.
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- Open bids with you.
- Research the qualifications and background of the low bidder if you or we are not familiar with them.
- Prepare the tabulation of the bids and prepare a letter of recommendation of award of the construction contract.
- Prepare Contract Documents and distribute them to the Contractor.
- Review the completed Contract Documents, the insurance certificates, and bonds.
- Prepare a Notice to Proceed

### **Additional Services Not Included**

For a clearer understanding of our work scope, the following are services we offer that are not included in our Scope of Basic Professional Services but may be provided upon request:

- Study & Report
  - If any environmental remediation study is required, particularly related to asbestos, we will hire a subconsultant or recommend one for your hire.
- Design
  - Draft plan set in AutoCAD
- Construction Administration
  - On-site inspection
  - Issue Change Orders, Work Change Directives, or Field Orders
  - Review contractor's Requests for Payment and provide recommendation
  - Project file management

Should the Township desire any additional services, we will discuss with you the specific scope of work and estimated fee.

September 6, 2019

Page 3 of 3

**Fee Schedule**

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services and any reimbursable expenses.

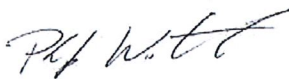
1.	Bidding Documents Standard hourly rates with the total amount not to exceed	\$4,500
2.	Bidding Standard hourly rates with the total amount not to exceed	\$1,500
	<b>Total (not to exceed)</b>	<b>\$6,000</b>

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services. If you are not in agreement with the scope of service, we have outlined above please let us know and we will make the necessary revisions.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland, P.E.**

Senior Project Manager



**Kevin J Wilks, P.E.**

Project Engineer

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (616) 550-7837

mailto: [kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)

Cc: SGI File 127650PR2019

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By: \_\_\_\_\_  
Brenda Stumbo, Supervisor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Lovejoy Roe, Clerk

Date: \_\_\_\_\_

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Client Requested Substitutions.** Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

**3.2 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

**3.3 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

**3.4 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.5 **Code Compliance.** The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

3.6 **Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.7 **Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.8 **Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.9 **Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.10 **Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner, Dated \_\_\_\_\_.





September 6, 2019

Mike Hoffmeister, CPRP  
Residential Services Director  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

RE: Community Center Flooring Replacement  
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Mr. Hoffmeister:

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1.	Bidding Documents Standard hourly rates with the total amount not to exceed	\$4,500
2.	Bidding Standard hourly rates with the total amount not to exceed	\$1,500
	<b>Total (not to exceed)</b>	<b>\$6,000</b>

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services. If you are not in agreement with the scope of service, we have outlined above please let us know and we will make the necessary revisions.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland, P.E.**

Senior Project Manager



**Kevin J Wilks, P.E.**

Project Engineer

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (616) 550-7837

mailto: [kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)

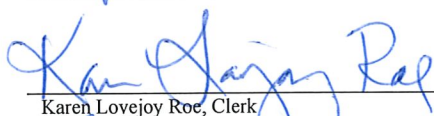
Cc: SGI File 127650PR2019

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By:   
\_\_\_\_\_  
Brenda Stumbo, Supervisor

Date: Sept. 18, 2019

By:   
\_\_\_\_\_  
Karen Lovejoy Roe, Clerk

Date: Sept. 18, 2019

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

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### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Client Requested Substitutions.** Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

**3.2 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

**3.3 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

**3.4 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.5 **Code Compliance.** The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

3.6 **Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.7 **Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.8 **Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.9 **Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.10 **Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner, Dated \_\_\_\_\_.



**COUNTY OF WASHTENAW, MICHIGAN**

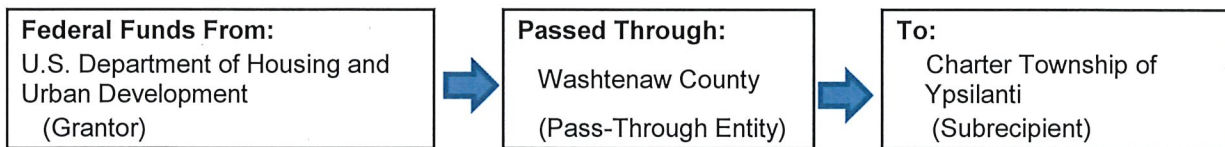
**Agreement for Subaward of Federal Financial Assistance**

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 **7<sup>th</sup> day of August, 2019**, 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	781488648
Federal Award Identification Number (FAIN)	\$158,667.25 - B-17-UC-26-006 \$75,032.75 - B-19-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2017 – October 19, 2017 2019 – July 23, 2019
Subaward Period of Performance (start and end date)	8/7/2019 - 8/7/2020
Amount of Federal Funds Obligated by this Agreement	\$233,700.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$233,700.00

Total Amount of the Federal Award	2017 – \$1,846,861.00 2019 - \$2,123,502.00
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 construction and construction oversight (CE) 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

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:



## ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2017 & 2019 CDBG funds for the eligible costs of construction and construction oversight 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, 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 2017 and 2019 Urban County CDBG funding, **not to exceed Two Hundred Thirty Three Thousand Seven Hundred Dollars and Zero Cents (\$233,700.00)**, 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 the 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 the *OCED Fiscal Assistant*. The Subrecipient shall submit programmatic reports **as requested** to CDBG Management Analyst.

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 **August 7, 2019** and ends on **August 7, 2020**, with an option to extend an additional **3 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. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

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)  
Director

BY: Brenda Stumbo  
Brenda Stumbo (DATE)  
Township Supervisor 9-18-19

By: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE)  
Township Clerk 9-18-19

APPROVED AS TO FORM:

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

**STANDARD ASSURANCES - 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 assistance 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 costs) 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. 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).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. 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.

- 11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the 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.
- 13. 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 subagreements.
- 14. Will comply 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.
- 15. 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).
- 16. 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.
- 17. 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.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*Dwight L. Stume*  
 Signature of Subrecipient's Authorized Representative

*Charter Two of Ypsilanti*  
 Name of Subrecipient Organization

*Supervisor / Clerk*  
 Title of Subrecipient's Authorized Representative

*9-18-19*  
 Date Submitted

**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 Top of Ypsilanti  
Name of Subrecipient Organization

Brenda L. Stumbo Supervisor / Karen Loweby Rec. Clerk  
Printed Name and Title of Subrecipient's Authorized Representative

Brenda L. Stumbo  
Signature of Subrecipient's Authorized Representative

9-18-19  
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: \_\_\_\_\_ CFDA Number: \_\_\_\_\_

#### Subrecipient Information:

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

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Independent Audit Firm: \_\_\_\_\_

Certification for Fiscal Year Ending (mm/dd/yyyy): \_\_\_\_\_

#### (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.

\_\_\_\_\_  
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 construction and construction oversight 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 2017 and 2019 CDBG funding in accordance with the budget in Attachment B.

The full construction plans upon which the construction and oversight will be based, is shown on the following 14 pages.

# SCHOONER COVE BUS STOP IMPROVEMENTS

## CHARTER TOWNSHIP OF YPSILANTI

### WASHTENAW COUNTY, MICHIGAN



#### TOWNSHIP BOARD MEMBERS

BRENDA STUMBO  
SUPERVISOR

KAREN LOVEJOY ROE  
CLERK

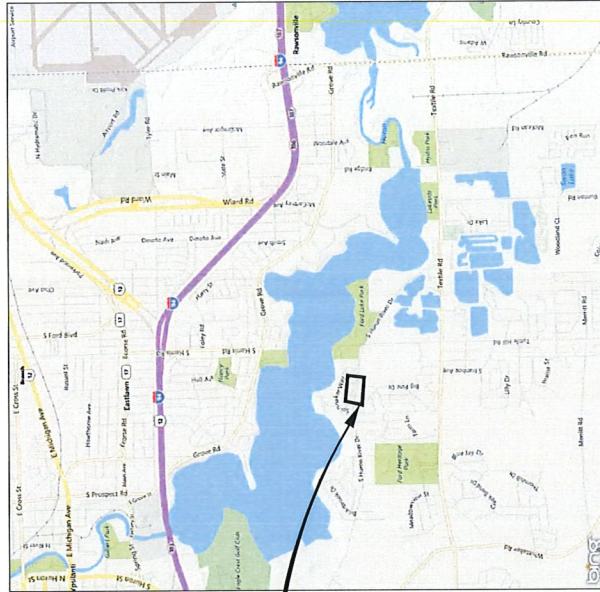
LARRY DOE  
TREASURER

STAN ELDRIDGE  
HEATHER JARRELL ROE  
MONICA ROSS-WILLIAMS  
JIMMIE WILSON, JR.  
TRUSTEES

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	LEGEND
3 - 4	GENERAL NOTES & DETAILS
5, 7, 9	REMOVAL PLANS
6, 8, 10	CONSTRUCTION PLANS
11	DETAILED GRADES
12	STORM SEWER STANDARD DETAILS
13	STORM SEWER STANDARD DETAILS
14	YPSILANTI TOWNSHIP SECC STANDARD DETAILS

M.D.O.T. STANDARD PLANS	
TITLE	PLAN NO.
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS	R-28-JP
DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK	R-29-I
WOOT TYPICAL LANE CLOSURE	M0231a
WOOT SPECIAL DETAIL	

SEE APPENDIX B FOR STANDARD PLANS



LOCATION MAP  
N.T.S.

APPLICATION DATE	PERMITS	APPROVAL DATE
	WCRS ROW PERMIT	

**FEDERAL PROVISIONS**  
THE IMPROVEMENTS SHOWN IN THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS AND THE AASHTO STANDARDS. THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS FOR GEOMETRICS (DATED 3-04-14).

ALL TRAFFIC CONTROL, TEMPORARY AND PERMANENT SHALL FOLLOW 2011 EDITION OF MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CHARTER TOWNSHIP OF YPSILANTI WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VIOLATION FROM THE LOCATION OF UTILITIES SHOWN ON THESE PLANS. THE CHARTER TOWNSHIP OF YPSILANTI SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES SHOWN ON THESE PLANS. THE CHARTER TOWNSHIP OF YPSILANTI SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES SHOWN ON THESE PLANS. THE CHARTER TOWNSHIP OF YPSILANTI SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES SHOWN ON THESE PLANS.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

CONTRACT FOR CONSTRUCTION OF A BUS STOP AND DECCELERATION LANE SOUTH OF SCHOONER COVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.



Advancing Communities

53585  
17041 522-2011 | 17041 522-4427

53585  
Registration No.

MATTHEW D. PARKS

Date

REVISIONS

PROJECT NO.  
0098-18-0040

SHEET NO.  
1 OF 10



### WATER & SEWER UTILITY SYMBOLS

- EXISTING**
- STORM MANHOLE
  - SQUARE CATCH BASIN
  - ROUND CATCH BASIN
  - CONVERT
  - CONVERT W/O END SECTION
  - CONVERT W/END SECTION
  - SANITARY MANHOLE
  - CLEAN OUT
  - GATE VALVE & WELL
  - WATER STOP BOX
  - FIRE HYDRANT
  - METER PIT
  - WATER METER
  - SPRINKLER HEAD
  - IRRIGATION VALVE
- PROPOSED**
- STORM MANHOLE
  - INLET/CATCH BASIN
  - CONVERT END SECTION
  - SANITARY MANHOLE
  - GATE VALVE & WELL
  - GATE VALVE & BOX
  - TAPPING SLEEVE VALVE & WELL
  - TAPPING SLEEVE VALVE & BOX
  - FIRE HYDRANT

### MISCELLANEOUS UTILITY SYMBOLS

- EXISTING**
- CUT WIRE
  - CUT POLE
  - UTILITY POLE
  - UTILITY POLE W/LIGHT
  - LIGHT/RECORD LAMP POLE
  - FLOOD LIGHT
  - GAS VALVE
  - GAS VENT
  - GAS METER
  - GAS RISER
  - TRAFFIC SIGNAL
  - POSTMAN RISER
  - TRANSFORMER PAD
  - PRIVATE UTILITY MANHOLE
  - RAILROAD CROSSING
  - PHONE BOOTH
  - TRAFFIC SIGNAL CONTROLLER
  - HAND HOLE
  - ELECTRIC RISER
  - TELEPHONE RISER
  - CABLE TV RISER
  - MONITORING WELL
  - UNDERGROUND MARKER

### MISCELLANEOUS SYMBOLS

- EXISTING**
- RIMP
  - SKIN
  - FLOW DIRECTION
  - STAMP
  - WETLAND
  - CONIFEROUS TREE
  - DECIDUOUS TREE
  - CONIFEROUS SHRUB
  - DECIDUOUS SHRUB
  - SOIL BORING
  - SECTION CORNER
  - MONUMENT
  - IRON ROD/PIPE
  - PK NAIL
  - BENCHMARK
  - TRIPWIRE POINT
  - MIL/UNDERWATER BOX
  - FLAG POLE
  - POST
- PROPOSED**
- USED WITH UNDERGROUND GAS & ELECTRICAL LINES
  - USED WITH TELEPHONE & FIBER OPTIC LINES
  - RIMP
  - SKIN
  - FLOW DIRECTION
  - STRUCTURE NUMBER
  - SAN STN
  - SAN STN
  - ADA SIDEWALK RAMP

### UTILITY PATTERN

- EXISTING**
- JUL
  - ELECTRICAL \*
  - CAS/OL
  - CABLE/TELEPHONE \*
  - FIBER OPTIC \*
  - WATER
  - SANITARY
  - STORM
  - STORM/SANITARY/WATER
  - PROPERTY/SECTION
  - ROW
- PROPOSED**
- ROW
  - SECTION
  - PROPERTY/PANEL
  - ROW
- \*OH = OVERHEAD, UC = UNDERGROUND

### REMOVAL LEGEND

- PAVING REMOVAL
- HMA SURFACE REMOVAL
- PAVEMENT REMOVAL
- COLD MILLING HMA SURFACE
- HMA BASE CRUSHING AND SHIMMING
- EXCAVATION, DITCH, MOORED
- CUTS AND CUTTERS, REM
- TREE, REM
- SAWAGE
- BULKHEAD
- ABANDON
- REMOVE
- ADJUST
- RELOCATE
- RECONSTRUCT
- REMOVE BY OTHERS
- ADJUST BY OTHERS
- RELOCATE BY OTHERS

### IF NECESSARY FOR CLARITY

- SAWAGE
- BULKHEAD
- ABANDON
- CLEANING
- REMOVE
- RELOCATE
- RECONSTRUCT
- RELOCATE BY OTHERS
- ADJUST BY OTHERS

### SPECIAL LEGEND

- INLET FILTER
- SILT FENCE
- LIMIT OF CRAVING/RESTRICTION
- RAMP
- LEVEL LANDING

### REAL ESTATE SYMBOLS

- CONTIGUOUS PROPERTY SYMBOL
- PANEL NUMBER BOX
- NO ROW IMPACTS

OHM  
2400 Peninsula Road  
Lynchburg, VA 24502  
(540) 532-4741 | F (540) 532-4127  
OHM-VA@OHM.COM

LEGEND

CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS

SHEET	NO. 19-010	DATE	11/13/19
DWG	19-010	SCALE	AS SHOWN
DATE	11/13/19	BY	MD
PROJECT	SCHOONER COVE BUS STOP IMPROVEMENTS		

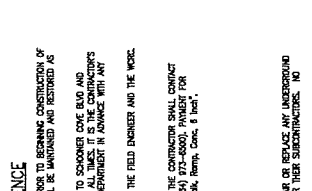
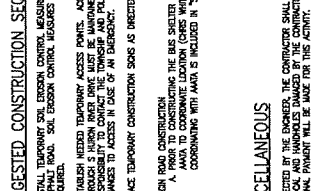
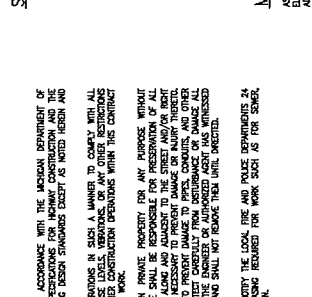
DATE	BY	CHK	APP

GENERAL NOTES		
SCHOONER COVE BUS STOP IMPROVEMENTS		
DATE	BY	CHK

OHM  
3000 Plymouth Road  
Livonia, MI 48150  
OHM-ADVISED.COM

QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
1	LSHM	Auto's Heavy Duty Survey
1	LSHM	Public Maintenance and Control
1	LSHM	Permit Information



### GENERAL PROVISIONS

1. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICROWAVE DEPARTMENT OF TRANSPORTATION (MOTD) 2017 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE STANDARD SPECIFICATIONS FOR AIRPORT CONSTRUCTION (ASPHOT) PART 500 AND PART 501, AND THE MICHIGAN STANDARD SPECIFICATIONS FOR AIRPORT CONSTRUCTION (ASPHOT) PART 500 AND PART 501, AND THE MICHIGAN STANDARD SPECIFICATIONS FOR AIRPORT CONSTRUCTION (ASPHOT) PART 500 AND PART 501.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITY LINES AT ALL TIMES. ACCESS TO ADJACENT PROPERTIES AND PUBLIC UTILITY LINES SHALL BE MAINTAINED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE TOWNSHIP AND PUBLIC UTILITY DEPARTMENT IN ADVANCE WITH ANY CHANGES TO ACCESS IN USE OF AN UNDERGROUND.

3. PLACE TEMPORARY CONSTRUCTION SIGNS AS DIRECTED BY THE FIELD ENGINEER AND THE WORK.

4. BEHN PAUL CONSTRUCTION, INC.

5. TO CONDUCTING THE BUS STOP AND, THE CONTRACTOR SHALL CONTACT THE TOWNSHIP OF CHARTEER (OFFICE 977-6000), PARISH FOR CONSIDERING WITH AVOID IS INCLUDED IN "Standard, Temp, Cons, 8 Inch".

### MISCELLANEOUS

AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REMOVE OR REPLACE ANY UNDERGROUND ELECTRICAL AND UNDERGROUND DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS ACTIVITY.

ANY OTHER AND/OR CURB STOP SIGNS LOCATED IN SCHEDULED OR OTHERWISE SHALL BE MAINTAINED TO MEET PROPOSED ELEVATIONS.

### LAWN SPRINKLER SYSTEMS AND LANDSCAPING

IT IS NOT ANTICIPATED THAT THERE IS EXISTING PROVISION FOR THE PROTECTION OF EXISTING LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING SHALL BE NOTED IN WRITING WITH A COPY SENT TO THE ENGINEER BY THE CONTRACTOR TWO WEEKS IN ADVANCE OF ANY WORK TO BE PERFORMED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING FROM THE CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITY LINES AT ALL TIMES. ACCESS TO ADJACENT PROPERTIES AND PUBLIC UTILITY LINES SHALL BE MAINTAINED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE TOWNSHIP AND PUBLIC UTILITY DEPARTMENT IN ADVANCE WITH ANY CHANGES TO ACCESS IN USE OF AN UNDERGROUND.

### ELECTRICAL

CONDUIT AND END WADERS SHALL BE INSTALLED AS NOTED IN THE PLANS FOR FUTURE LIGHTING (PLAN (BY OTHER)). ALL CONDUIT SHALL BE 2" PVC SCHEDULE 40.

LIGHT RELOCATION SHALL BE RELOCATED PER PLANS OR AS DIRECTED BY FIELD ENGINEER AND/OR OWNER.

### EARTHWORK & GRADING

THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL SURVEYING INFORMATION. IF A TYPE SURVEY OF THE PROJECT LIMITS OR AS APPROVED BY THE ENGINEER, NO EXISTING UNDERGROUND UTILITY SHALL BE INCLUDED IN THE COST OF MACHINE GRADING.

THROUGHOUT THE PROJECT, NO UNDERGROUNDS OR TRENCHES WILL BE LEFT OPEN AND UNPROTECTED DURING EACH NIGHT OR NON-WORKING HOURS.

SAWING FOR PRECASTER ROOFING SHALL BE INCLUDED IN THE ITEM OF PRECASTER AND SKENNY REMOVAL.

ALL SLOPES SHALL BE FINISHED AS CLASS A SLOPES, UNLESS OTHERWISE NOTED IN THE PLANS OR AS DIRECTED BY THE ENGINEER OR AS SPECIFIED IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

### SAW CUTS

THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL SURVEYING INFORMATION. IF A TYPE SURVEY OF THE PROJECT LIMITS OR AS APPROVED BY THE ENGINEER, NO EXISTING UNDERGROUND UTILITY SHALL BE INCLUDED IN THE COST OF MACHINE GRADING.

THROUGHOUT THE PROJECT, NO UNDERGROUNDS OR TRENCHES WILL BE LEFT OPEN AND UNPROTECTED DURING EACH NIGHT OR NON-WORKING HOURS.

### FLAGGING OPERATIONS

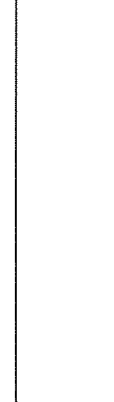
THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL SURVEYING INFORMATION. IF A TYPE SURVEY OF THE PROJECT LIMITS OR AS APPROVED BY THE ENGINEER, NO EXISTING UNDERGROUND UTILITY SHALL BE INCLUDED IN THE COST OF MACHINE GRADING.

THROUGHOUT THE PROJECT, NO UNDERGROUNDS OR TRENCHES WILL BE LEFT OPEN AND UNPROTECTED DURING EACH NIGHT OR NON-WORKING HOURS.

### CONCRETE PAVEMENT CRACK SEALING

THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL SURVEYING INFORMATION. IF A TYPE SURVEY OF THE PROJECT LIMITS OR AS APPROVED BY THE ENGINEER, NO EXISTING UNDERGROUND UTILITY SHALL BE INCLUDED IN THE COST OF MACHINE GRADING.

THROUGHOUT THE PROJECT, NO UNDERGROUNDS OR TRENCHES WILL BE LEFT OPEN AND UNPROTECTED DURING EACH NIGHT OR NON-WORKING HOURS.



GENERAL NOTES

SCHOONER COVE BUS STOP IMPROVEMENTS

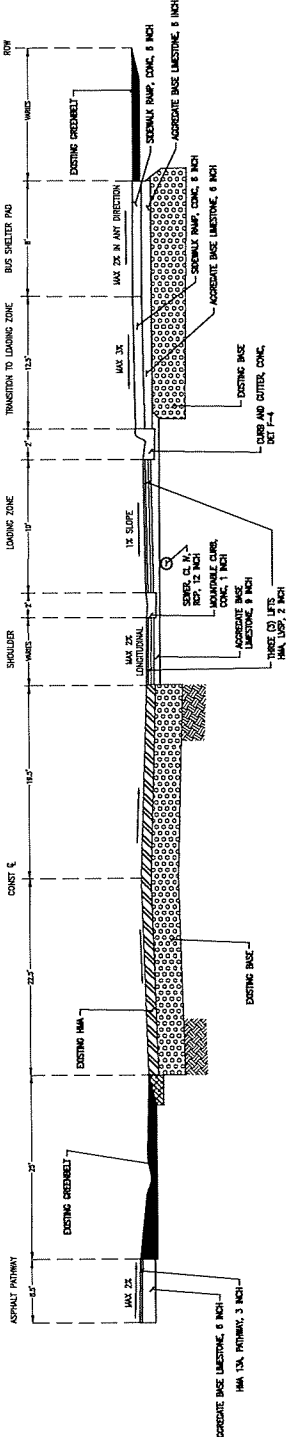
DATE: 01/11/2018

BY: [Name]

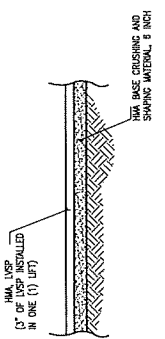
CHK: [Name]

APP: [Name]

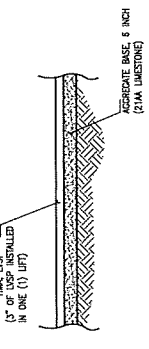
OHM-ADVISED.COM



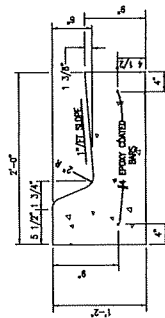
Typical A - A  
S HURON RIVER DRIVE (STA 1455 TO STA 3+08)



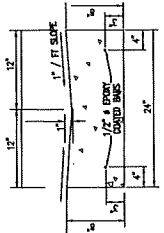
PROPOSED CROSS-SECTION  
HMA PATHWAY



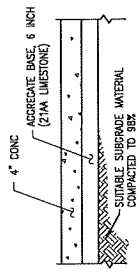
PROPOSED CROSS-SECTION  
HMA PATHWAY WITH NO HMA CRUSHING



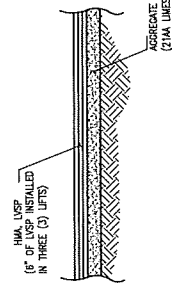
CURB AND GUTTER, CONC. DET F-4



MOUNTABLE CURB, CONC. 1 INCH



RAMP CROSS-SECTION,  
TRANSITION TO LOADING ZONE, &  
BUS SHELTER PAD



CROSS-SECTION  
SIDEWALK

ITEM	QTY	UNITS	HMA APPLICATION ESTIMATE	
			PERFORMANCE GRADE	REMARKS
HMA, LSP, 1 INCH	300	CY	14-22	2" LIFTS FOR LOADING ZONE AND SHOULDER
HMA, LSP, 3 INCH	300	CY	14-22	3" LIFT FOR REMAINING PORTION OF LOADING ZONE

**OHM**  
 PROJECTS CONTACT PERSONS  
 2400 Plymouth Road  
 Lincoln, MI 48130  
 (313) 522-1411 | F (313) 522-9127  
 OHM-HANDSRE.COM

CHARTER TOWNSHIP OF YPSILANTI  
 SCHOONER COVE BUS STOP IMPROVEMENTS

SHEET NO. 4

PREPARED BY: ALL DIMENSIONS AND MATERIALS MEANINGS WHEN CONSIDERED TO BE USUAL, AND UNLESS NOTED OTHERWISE, ALL DIMENSIONS SHOWN SHALL BE AS NOTED. ALL DIMENSIONS SHOWN SHALL BE AS NOTED.



OHM  
 ARCHITECTS ENGINEERS PLANNERS  
 34000 Plymouth Road  
 Livonia, MI 48150  
 P (734) 526-6711 F (734) 526-4727  
 DIM-DWG-NO. 001

DATE	ISSUED FOR	BY

CHARTER TOWNSHIP OF YPSILANTI  
 SCHOONER COVE BUS STOP IMPROVEMENTS  
 REMOVAL PLAN  
 P. 10 OF 14

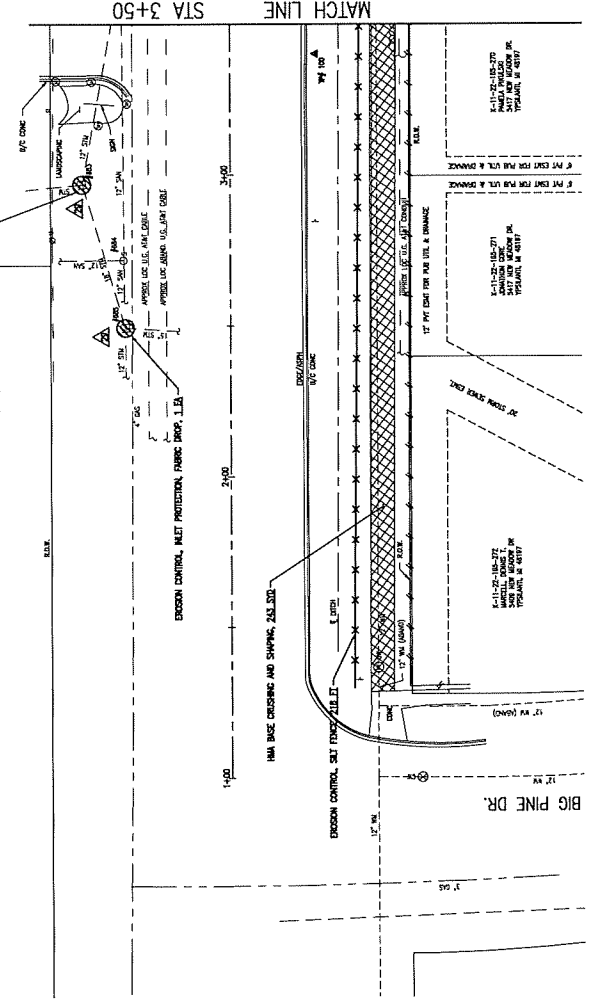
DATE: 10/11/2018  
 DRAWING NO: 18-098  
 SCALE: AS SHOWN  
 PROJECT: SCHOONER COVE BUS STOP IMPROVEMENTS  
 TOWNSHIP: YPSILANTI



**SOUTH HURON RIVER DRIVE  
 (120' R.O.W.)**

SCHOONER COVE BLVD  
 STA 3+50

ENGINEERING CONTROL INLET PROTECTION FENCE PROJ. 11.B  
 17' ON R. W. 8.2512  
 12' ON R. W. 8.2513  
 12' ON R. W. 8.2514  
 12' ON R. W. 8.2515  
 12' ON R. W. 8.2516  
 12' ON R. W. 8.2517  
 12' ON R. W. 8.2518  
 12' ON R. W. 8.2519  
 12' ON R. W. 8.2520  
 12' ON R. W. 8.2521  
 12' ON R. W. 8.2522  
 12' ON R. W. 8.2523  
 12' ON R. W. 8.2524  
 12' ON R. W. 8.2525  
 12' ON R. W. 8.2526  
 12' ON R. W. 8.2527  
 12' ON R. W. 8.2528  
 12' ON R. W. 8.2529  
 12' ON R. W. 8.2530



**LEGEND**

- ▲ 100' SIDE ENGINEER DETAIL
- MAINT FENCE
- X — CENTRIABLE S&T FENCE
- 2 — CHECK DAM



Know what's below.  
 Call before you dig!

ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

# SOUTH HURON RIVER DRIVE (120' R.O.W.)

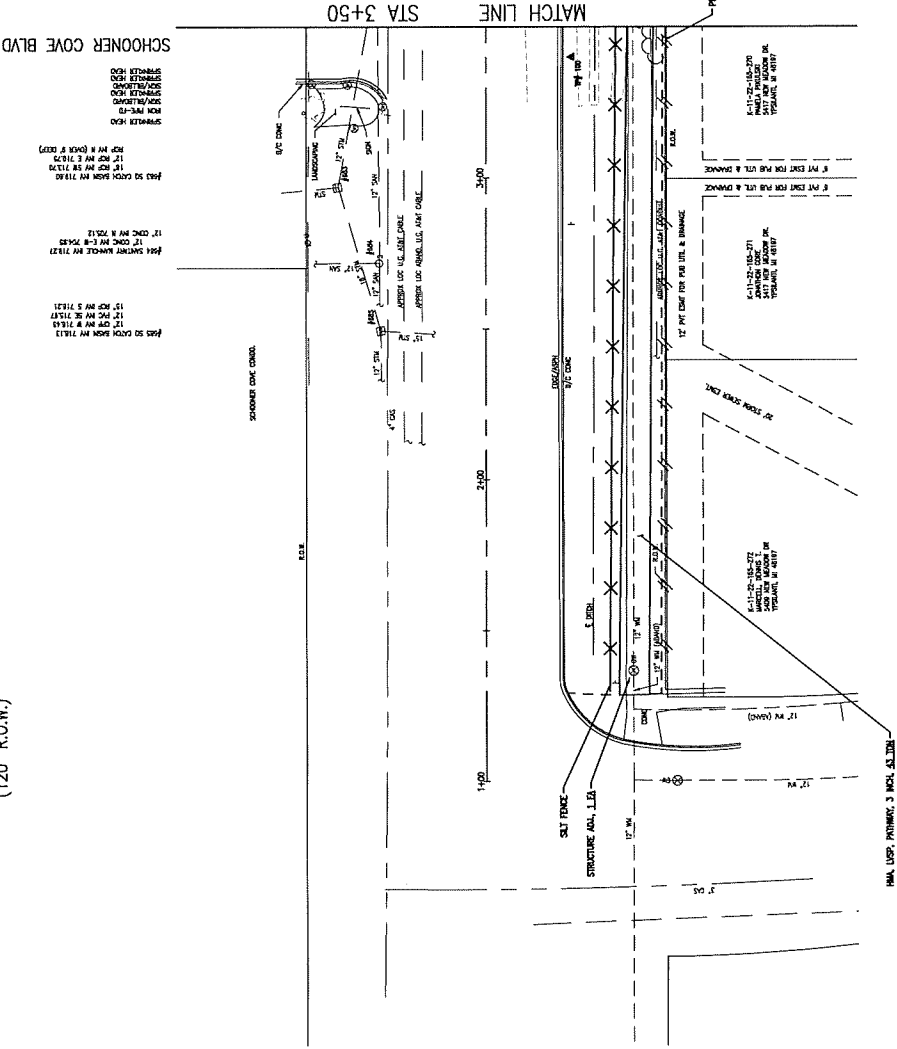


**OHM**  
OHIO HIGHWAY MATERIALS  
24000 Plymouth Road  
Piquette  
MI 48863  
PH: (517) 785-4000  
FAX: (517) 785-4001

NO.	DESCRIPTION	DATE

**CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS**  
CONSTRUCTION PLAN  
DATE TO STA 3+50  
SCALE: AS SHOWN

3 of 6  
Know what's below  
Call before you dig



SEE SEPARATE SHEET FOR 5' FACE OF WOOD LUMBER POLE  
SEE SEPARATE SHEET FOR 8\"/>

DATE: 11/01/2019 10:30:00 AM  
PROJECT: SCHOONER COVE BUS STOP IMPROVEMENTS  
DRAWN BY: J. WILSON  
CHECKED BY: J. WILSON







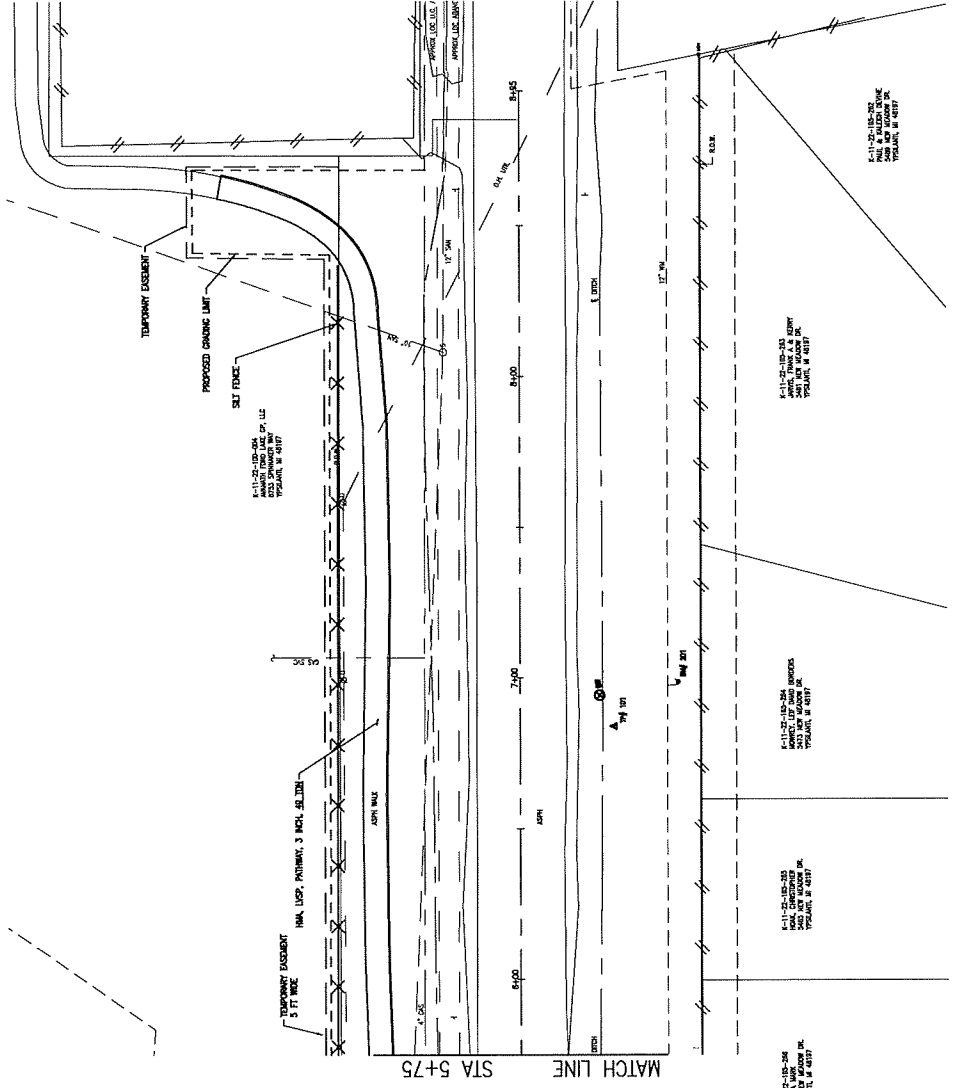


**SOUTH HURON RIVER DRIVE**  
(120' R.O.W.)



CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES, AS APPLICABLE TO THE STATE OF MICHIGAN. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES, AS APPLICABLE TO THE STATE OF MICHIGAN.

DESIGNED BY: [Redacted]  
 DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]  
 DATE: [Redacted]



**OHM**  
 ARCHITECTS ENGINEERS PLANNERS  
 3400 Plymouth Road  
 Farmington Hills, MI 48334  
 P: (248) 852-9711 | F: (248) 852-9727  
 OHM-ANNUSSOR.COM

DATE	DESCRIPTION	BY	SCALE	PROJECT	CLIENT	SHEET	TOTAL SHEETS
11/11/2019	CONSTRUCTION PLAN	[Redacted]	AS SHOWN	SCHOONER COVE BUS STOP IMPROVEMENTS	CHARTER TOWNSHIP OF YPSILANTI	10	10

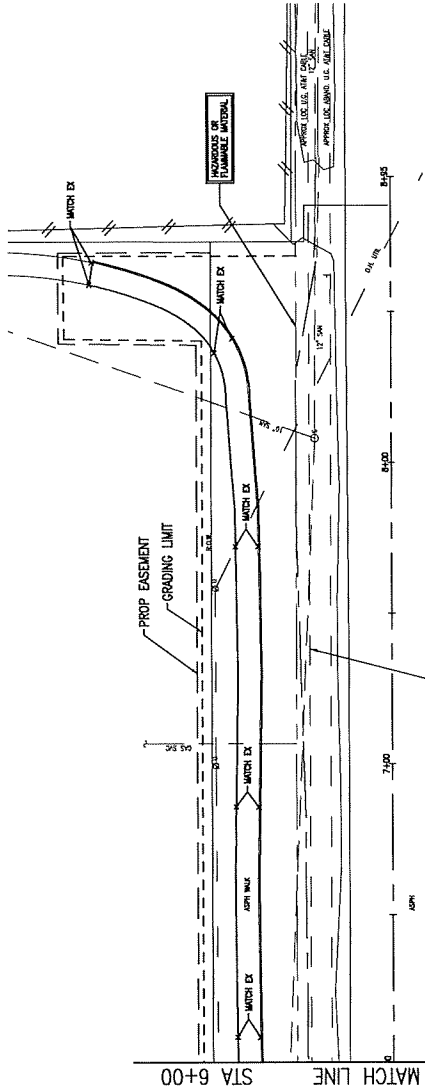
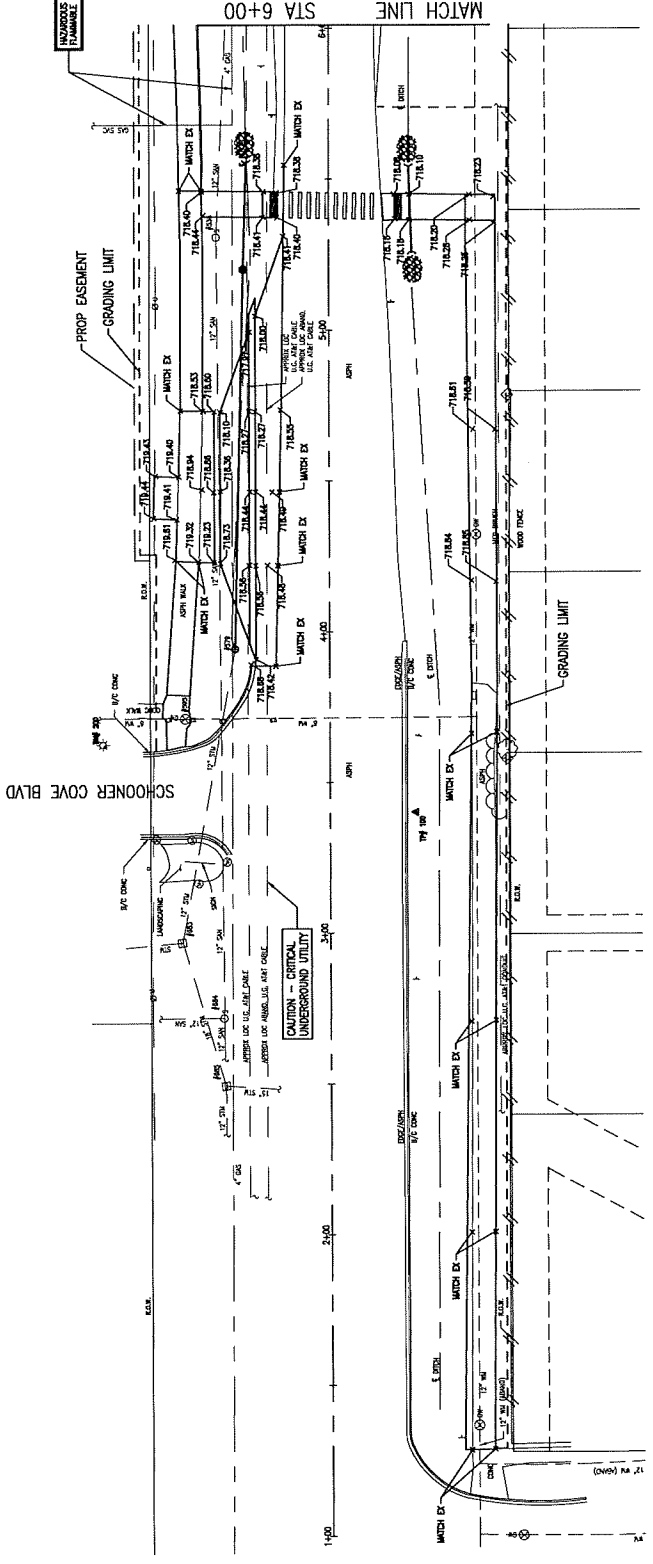
**118**  
 Know what's below.  
 Call before you dig.

10  
OF 10



**SOUTH HURON RIVER DRIVE**  
(120' R.O.W.)

SEE EXISTING PLAN FOR LOCATION OF ALL UTILITIES. ALL UTILITIES SHALL BE PROTECTED AND DEPTH SHALL BE MAINTAINED AS SHOWN ON RECORD DRAWINGS UNLESS OTHERWISE NOTED.  
 ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEPTH SHALL BE MAINTAINED AS SHOWN ON RECORD DRAWINGS UNLESS OTHERWISE NOTED.  
 ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEPTH SHALL BE MAINTAINED AS SHOWN ON RECORD DRAWINGS UNLESS OTHERWISE NOTED.  
 ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEPTH SHALL BE MAINTAINED AS SHOWN ON RECORD DRAWINGS UNLESS OTHERWISE NOTED.  
 ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEPTH SHALL BE MAINTAINED AS SHOWN ON RECORD DRAWINGS UNLESS OTHERWISE NOTED.



CAUTION - CRITICAL UNDERGROUND UTILITY



DATE	DESCRIPTION	BY	SCALE
12/20/18	ISSUED FOR PERMITS	JMM	AS SHOWN
07/13/18	REVISED	JMM	AS SHOWN
06/28/18	ISSUED FOR PERMITS	JMM	AS SHOWN

CHARTER TOWNSHIP OF YPSILANTI  
 SCHOONER COVE BUS STOP IMPROVEMENTS  
 DETAILED GRADES

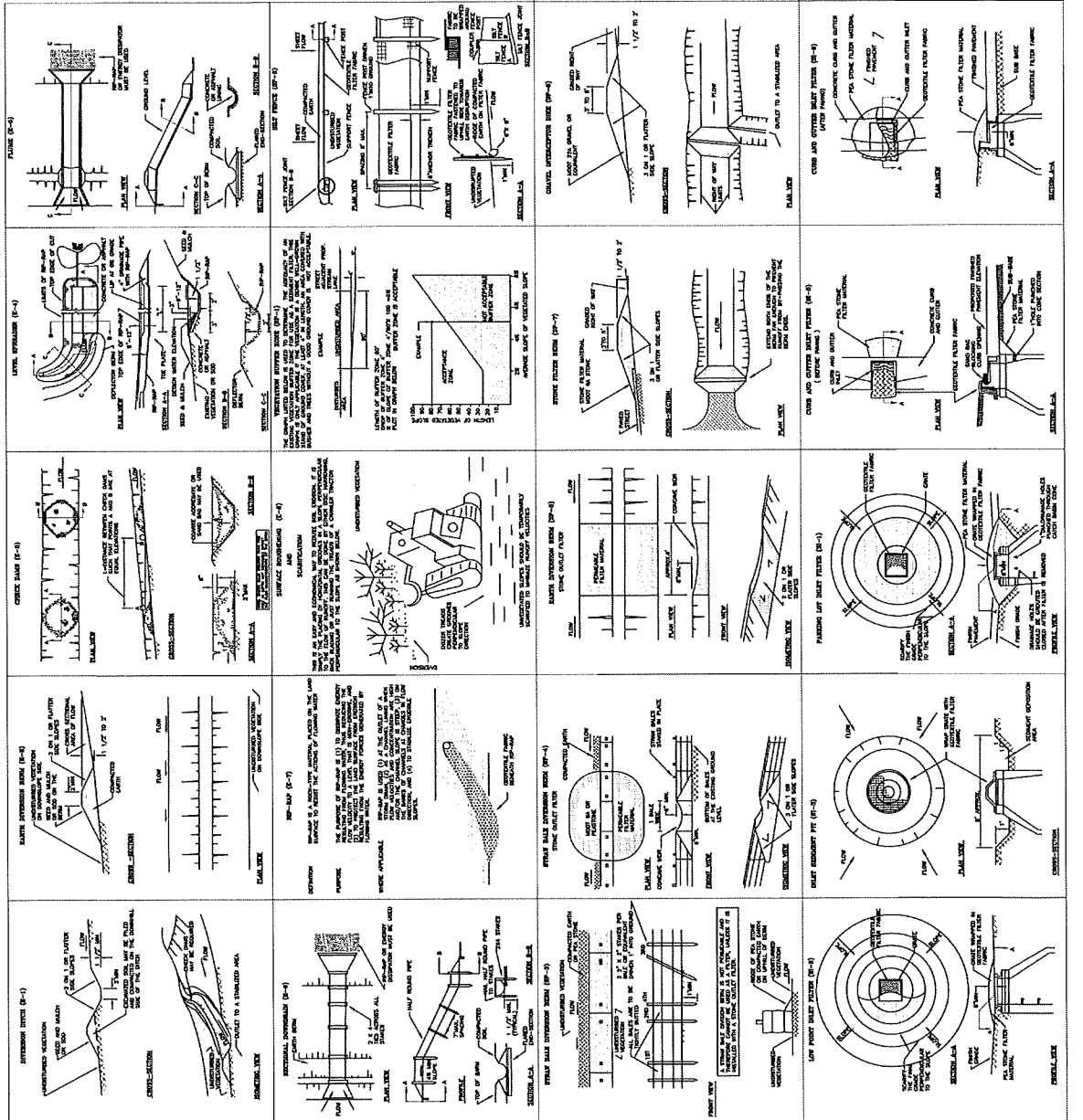




DATE	PROJ. NO.	CD	REVISED
11/21/19	18-018	02	02

**RULE 323.1703**  
**SOIL EROSION AND SEDIMENTATION CONTROL PLAN REQUIREMENTS.**  
 A PERSON SHALL PREPARE A SOIL EROSION AND SEDIMENTATION CONTROL PLAN FOR ANY EARTH CHANGE IDENTIFIED IN R 323.1704. A PERSON SHALL DESIGN THE PLAN TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND SEDIMENTATION AND SHALL IDENTIFY FACTORS THAT MAY CONTRIBUTE TO SOIL EROSION OR SEDIMENTATION, OR BOTH. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL OF THE FOLLOWING:

- (A) A MAP OR MAPS AT A SCALE OF NOT MORE THAN 200 FEET TO THE INCH OR AS SHOWN ON THE PLAN.
- (B) THE PROXIMITY OF ANY PROPOSED EARTH CHANGE TO LAKES OR STREAMS, OR BOTH; PREDOMINANT LAND FEATURES; AND CONTOUR INTERVALS OR SLOPE DESCRIPTION.
- (C) A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF THE EXPOSED LAND AREA CONTINGUOUS FOR THE EARTH CHANGES.
- (D) DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE FOLLOWING:
  - (1) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND PROPOSED EARTH CHANGES.
  - (2) DRAINAGE AND DOWNSLOPE FACILITIES.
  - (3) THE TYPING SEQUENCE OF EACH PROPOSED EARTH CHANGE.
  - (4) THE LOCATION AND DESCRIPTION FOR INSTALLING AND MAINTAINING ALL PROPOSED TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.
  - (5) THE LOCATION AND THE LOCATION OF ALL PROPOSED PERMANENT SOIL EROSION AND SEDIMENTATION MEASURES.
- (E) A PROGRAM PROPOSAL FOR THE CONTINUED MAINTENANCE OF ALL PERMANENT SOIL EROSION AND SEDIMENTATION MEASURES THAT SHALL BE THE RESPONSIBLE PARTY FOR THE MAINTENANCE, INCLUDING THE DESIGNATION OF THE PERSON RESPONSIBLE FOR THE MAINTENANCE. MAINTENANCE RESPONSIBILITIES SHALL BECOME A PART OF ANY SALES OR EXCHANGE AGREEMENT FOR THE LAND ON WHICH THE PERMANENT SOIL EROSION CONTROL MEASURES ARE LOCATED.



SOIL INTERSECTION (B-4)  
 GROUND SURFACE OF SLOPE  
 CONTOUR  
 SOIL SURFACE  
 1 1/2" TO 2"

SOIL INTERSECTION (B-4)  
 GROUND SURFACE OF SLOPE  
 CONTOUR  
 SOIL SURFACE  
 1 1/2" TO 2"

SOIL INTERSECTION (B-4)  
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 SOIL SURFACE  
 1 1/2" TO 2"

SOIL INTERSECTION (B-4)  
 GROUND SURFACE OF SLOPE  
 CONTOUR  
 SOIL SURFACE  
 1 1/2" TO 2"

**PROJECT TIMELINE:**

A competitive Request for Proposals process was administered by OHM Advisors; the bid opening occurred on September 4, 2019. **See Attachment C for the full RFP bid book as published.** A bid award is expected to be approved at the Ypsilanti Township Board of Trustees meeting on September 17, 2019. The expected timeline for construction as outlined in the bid specifications is as follows:

<b>Activity</b>	<b>Deadline</b>
Charter Township of Ypsilanti Township will award contract to most responsible and responsive bidder.	9/18/2019
Contractor will begin construction.	10/1/2019
Office of Community Development will perform Davis-Bacon Interviews.	10/7/19 – 11/7/19
Contractor will achieve substantial completion of project (pavement and storm improvements 100% complete).	11/15/2019
Contractor will complete final site clean-up/restoration and OHM will perform a final inspection.	5/15/2020
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	6/30/2020
<b>Project Completion Date:</b>	<b>6/30/2020</b>

**ATTACHMENT B- PROJECT BUDGET**

**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed Two Hundred Thirty Three Thousand Seven Hundred Dollars and Zero Cents (**\$233,700.00**) in 2017 and 2019 CDBG Funds according to the budget below:

**PROJECT BUDGET:**

<b>Schooner Cove Bus Stop Enhancement Project Construction &amp; Construction Oversight (CE) Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts	
CDBG (2017) - allocation	\$158,667.25
CDBG (2019) - allocation	\$75,032.75
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$233,700.00</b>
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$27,700.00
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	\$206,000.00
<b>Total Expenditures</b>	<b>\$233,700.00</b>

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

**ATTACHMENT C- REQUEST FOR PROPOSALS BID BOOK**



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

**ATTACHMENT D- BID SHEET & BID TAB RECEIVED 9/4/19**



<b>Project Title:</b> Schooner Cove Bus Stop	<b>Project Number:</b> 0098-18-0040
<b>Bid Opening Date:</b> September 4, 2019	<b>Bid Opening Time:</b> 2:00 pm
<b>Bid Opening Location:</b> Charter Township of Ypsilanti, 7200 S. Huron Drive, Ypsilanti Township, Michigan 48197	

## BID SHEET

Contractor	Bid Bond – Y/N	Addendum – Y/N (if applicable)	Total Bid
Gibraltar Construction Co.	Yes	Yes	\$187,335.60

**Tabulation of Bids Received on 9/4/2019**  
**Schooner Cove Bus Stop**  
**Charter Township of Ypsilanti, Washtenaw County, State of Michigan**  
**OHM Job No.: 0098-18-0041**

Gibraltar Construction Compar  
 2650 Van Horn Road  
 Trenton, MI 48186  
 Phone: (734) 234-8005

Item No.	Description	Estimated Quantity	Unit Price	Amount
<b>CATEGORY 1 - Overall Project</b>				
1)	Mobilization, Max 5%	1 LSUM	\$6,750.00	\$6,750.00
2)	Audio/Visual Route Survey	1 LSUM	\$1,500.00	\$1,500.00
3)	Traffic Maintenance and Control	1 LSUM	\$3,000.00	\$3,000.00
4)	Permit Allowance	1 LSUM	\$6,000.00	\$6,000.00
5)	Minor Traf Devices	1 LSUM	\$5,300.00	\$5,300.00
<b>SUBTOTAL Category 1 (ITEMS 1-5 incl.):</b>				<u><u>\$22,550.00</u></u>
<b>CATEGORY 2 - Project Removal/SESC</b>				
6)	Curb and Gutter, Rem	17 Ft	\$53.00	\$901.00
7)	Pavt, Rem	54 Syd	\$59.00	\$3,186.00
8)	Pathway, Rem	156 Syd	\$8.00	\$1,248.00
9)	Subgrade Undercutting, Type II	50 Cyd	\$75.00	\$3,750.00
10)	Erosion Control, Inlet Protection, Fabric Drop	3 Ea	\$200.00	\$600.00
11)	Erosion Control, Silt Fence	712 Ft	\$6.00	\$4,272.00
12)	Erosion Control, Check Dam	1 Ea	\$350.00	\$350.00
13)	HMA Base Crushing and Shaping	588 Syd	\$13.00	\$7,644.00
<b>SUBTOTAL Category 2 (ITEMS 6-13 incl.):</b>				<u><u>\$21,951.00</u></u>
<b>CATEGORY 3 - Project Construction</b>				
14)	Structure Adj.	5.00 Ea	\$565.00	\$2,825.00
15)	Embankment, LM	73.00 Cyd	\$49.00	\$3,577.00
16)	Station Grading	10.50 Sta	\$2,000.00	\$21,000.00
17)	Maintenance Aggregate	35.00 Ton	\$38.00	\$1,330.00
18)	Aggregate Base, 21AA Limestone, 6 inch	183.00 Ton	\$49.80	\$9,113.40
19)	Aggregate Base, 21AA Limestone, 10 inch	129.00 Ton	\$49.80	\$6,424.20
20)	Storm Structure, Reconstruction	3.00 Ft	\$380.00	\$1,140.00
21)	Trench Undercut and Backfill	150.00 Cyd	\$75.00	\$11,250.00
22)	Dr Structure, 24 inch dia	1.00 Ea	\$1,800.00	\$1,800.00
23)	Dr Structure, Tap, 12 inch	1.00 Ea	\$500.00	\$500.00
24)	Sewer, CI IV, RCP, 12 inch	124.00 Ft	\$70.00	\$8,680.00
25)	Culvert, CI A, Corrugated, 12 inch	63.00 Ft	\$61.00	\$3,843.00
26)	Culvert End Section	3.00 Ea	\$300.00	\$900.00
27)	Hand Patching	10.00 Ton	\$475.00	\$4,750.00
28)	HMA, 4E1 Base, 2 inch	19.00 Ton	\$280.00	\$5,320.00
29)	HMA, 5E1 Wear, 2 inch	19.00 Ton	\$280.00	\$5,320.00
30)	HMA, LVSP, Pathway, 3 inch	34.00 Ton	\$245.00	\$8,330.00
31)	HMA, 4E1 Level, 2 inch	19.00 Ton	\$280.00	\$5,320.00
32)	Curb and Gutter, Conc, Det F4	150.00 Ft	\$44.00	\$6,600.00
33)	Mountable Curb, Conc, 1 inch	140.00 Ft	\$41.00	\$5,740.00
34)	Sidewalk Ramp, Conc, 6 inch	1017.00 Sft	\$10.00	\$10,170.00
35)	Sidewalk, Conc, 4 inch	1060.00 Sft	\$7.00	\$7,420.00
36)	Sign, Crosswalk, Yield	2.00 Ea	\$325.00	\$650.00
37)	Pedestrian Ahead, Yellow Green, Permanent Sign, 6	2.00 Ea	\$350.00	\$700.00
38)	Pavt Mrkg, Polyurea, 12 inch, White	85.00 Ft	\$28.00	\$2,380.00
39)	Riprap, Plain	16.00 Ton	\$150.00	\$2,400.00
40)	Slope Restoration	223.00 Syd	\$24.00	\$5,352.00
<b>SUBTOTAL Category 3 (ITEMS 14-40 incl.):</b>				<u><u>\$142,834.60</u></u>
Subtotal Category 1:				<u>\$22,500.00</u>
Subtotal Category 2:				<u>\$21,951.00</u>
Subtotal Category 3:				<u>\$142,834.60</u>
<b>TOTAL BID AMOUNT:</b>				<u><u>\$187,335.60</u></u>



September 10, 2019

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

RE: Schooner Cove Bus Stop  
Proposal for Construction Services

Dear Ms. Stumbo:

OHM Advisors is pleased to submit this proposal for construction services for the Schooner Cove Bus Stop project in the Charter Township of Ypsilanti. This project includes new pathway along South Huron River Drive, rehabilitation of existing pathway, a crosswalk across South Huron River Drive, as well as associated stormwater drainage improvements, and a bus stop loading zone.

### **PROJECT UNDERSTANDING**

We understand that this project will be a bus stop and pathway project that includes work along the south and north sides of South Huron River Drive. The project improves the current bus pick-up/drop-off location and addresses existing ADA concerns. This project was recently bid and is being recommended for award to Gibraltar Construction Co. from Trenton, Michigan. The proposed construction services will be a collaborative effort with G2 Consulting Group. OHM Advisors will be responsible for the construction services and observation of the project as well as the overall contract administration, while G2 will be responsible for the materials testing and quality control as outlined below.

### **SCOPE**

#### **Task 1 – Construction Layout**

OHM Advisors will provide construction survey layout services for the paving activities. Staking will be provided for ADA sidewalk ramps, curb elevations, and drive approaches. OHM will also witness existing surfaces to ensure new pavement surfaces will match existing conditions, as needed. This will include the initial placement of the stakes and, if removed by residents and/or the contractor, one (1) additional staking.

#### **Task 2 – Construction Observation**

OHM Advisors will provide on-site construction observation services for all paving activities and spot inspection for restoration efforts. For this proposal, we anticipate one (1) week that will require full-time inspection and four (4) weeks of follow-up/part-time inspection. If the contractor requires more time than this for the major items of work, additional budget may be required. Coordinating material testing services will also be included under construction observation.

#### **Task 3 – Construction Engineering**

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

- ▶ Attending one (1) preconstruction meeting.
- ▶ Consulting with and advising the Township during construction.
- ▶ Reviewing shop drawings and material certifications provided by the contractor.
- ▶ Answering Requests for Information (RFIs) from the contractor.



- ▼ Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.).
- ▼ Providing bulletin information to the contractor and/or subcontractors, as well as performing any potential value engineering services.
- ▼ Evaluating potential design changes.
- ▼ Coordinating and assisting with resident communication.

#### **Task 4 – Contract Administration**

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

- ▼ Attending one (1) public meeting to answer resident questions.
- ▼ Assisting the Township in reviewing and processing payment estimates for the contractor.
- ▼ Assisting with the preparation of change orders and a final balancing change order.
- ▼ Performing preliminary and final walkthroughs of the completed project, including preparing substantial completion certificates, punch lists, and confirming the resolution of punch list items.
- ▼ Supplying the Township with a project record, including construction daily reports, sketches and all other pertinent information after the completion of the project.
- ▼ Project close out by securing required documentation and correspondence per the contract.

#### **Task 5 – Materials Testing**

G2 will provide material testing for the aggregate base, as well as the concrete and HMA placement. G2 will also review a mix design to the contractor ensuring the specifications are followed. G2's scope includes time for concrete testing, aggregate base compaction testing, undercutting and proof roll testing, and HMA testing. This also includes the necessary equipment and lab testing fees. Material testing services include but are not limited to:

- ▼ Proof-rolling observation for applicable subbases.
- ▼ Density testing for subbases and asphalt pavement.
- ▼ Concrete testing.

### **FEE SCHEDULE**

OHM Advisors proposes to provide the above outlines professional services on an hourly – not to exceed basis. Invoices will be sent monthly as work is performed.

<b>CE Services</b>	<b>Task 1 – Construction Layout</b>	\$ 4,500.00
	<b>Task 2 – Construction Observation</b>	\$13,000.00
	<b>Task 3 – Construction Engineering</b>	\$ 2,500.00
	<b>Task 4 – Contract Administration</b>	\$ 1,700.00
	<b>Task 5 – G2 Material Testing Services</b>	\$ 6,000.00
<b>TOTAL</b>		<b>\$27,700.00 (Hourly - Not to Exceed)</b>

### **DELIVERABLES**

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

### **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)

Brenda Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

Sept. 18, 2019

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

Sept. 18, 2019



CONTRACT  
*Ypsilanti Charter Township*

AGREEMENT is made this 1<sup>st</sup> day of September, 2019, by the **YPSILANTI CHARTER TOWNSHIP("Township")** located at **7200 S. Huron River Drive, Ypsilanti, Michigan 48197** and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

WHEREAS, under Michigan law, a county is responsible for undertaking certain animal control duties, including the holding of stray dogs under the Dog Law of 1919, (MCLA 287.261 et seq), impounded animals held for a variety of reasons, including dog bites and animal cruelty or animals ordered by a court to be held as part of a legal proceeding; and

WHEREAS, for many years, Washtenaw County has contracted with the Humane Society of Huron Valley ("HSHV") to provide these animal control services; and

WHEREAS, for the past four years, those local governmental entities within Washtenaw County which maintain their animal control ordinances and use HSHV to fulfill their ordinance responsibilities have been paying a portion of those HSHV costs; and

WHEREAS, HSHV has maintained that it would like to recoup its costs and expenses incurred in providing animal control services to the County and the local governmental entities that use its services; and

WHEREAS, under the proposed contract, the County would act as the lead governmental entity responsible to make the monthly contractual payments to HSHV and insuring that the local governmental entities pay for their use of HSHV services;

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the *Ypsilanti Charter Township* will pay the COUNTY an amount not to exceed **forty-five thousand (\$45,000 dollars.)**

ARTICLE III - TERM

This contract is for a one year term beginning September 1<sup>st</sup>, 2019

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 County 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 County 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 County, 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 V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO FORM:

YPSILANTI CHARTER TOWNSHIP

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

By: Brenda L. Stumbo  
Brenda L. Stumbo (DATE) Sept. 18, 2019  
Supervisor

By: Karen Lowery  
Karen Lowery for (DATE) Sept. 18, 2019  
Clerk



**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #14**

**September 17, 2019**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$298,635.00**

Request to increase budget for a temporary employee to cover during the extended leave of one of our full time employees in the Clerk's Office. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,516.00
		<b>Net Revenues</b>	<b><u><u>\$6,516.00</u></u></b>
Expenditures:	Salary - Temporary/Seasonal	101-215-000-707.000	\$6,303.00
	FICA	101-215-000-715.000	\$95.00
	Deferred Compensation	101-215-000-723.000	\$118.00
		<b>Net Expenditures</b>	<b><u><u>\$6,516.00</u></u></b>

Request to increase budget for the planning consultant services of Carlisle Wortman Associates. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		<b>Net Revenues</b>	<b><u><u>\$20,000.00</u></u></b>
Expenditures:	Professional Planning Contract	101-371-000-801.006	\$20,000.00
		<b>Net Expenditures</b>	<b><u><u>\$20,000.00</u></u></b>

Request to increase budget for the purchase of a new document management software from Laserfiche Enterprise Content Management System. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$38,419.00
		<b>Net Revenues</b>	<b><u><u>\$38,419.00</u></u></b>
Expenditures:	Computer Software	101-266-000-977.001	\$38,419.00
		<b>Net Expenditures</b>	<b><u><u>\$38,419.00</u></u></b>

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #14**

September 17, 2019

**101 - GENERAL OPERATIONS FUND - CONTINUED FROM PAGE 1**

Request to increase budget for the Schooner Cove Bus Stop project . The work to be awarded to Gibraltar Construction Company for \$187,335.60 with an approximate 10% contingency increase to cover unforeseen issues making the total \$206,000. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant	101-000-000-522.000	\$206,000.00
		Net Revenues	<u>\$206,000.00</u>
Expenditures:	CDBG Project - Capital Outlay	101-970-000-974.100	\$206,000.00
		Net Expenditures	<u>\$206,000.00</u>

Request to increase budget for the Schooner Cove Bus Stop project's professional engineering construction oversite services of OHM Advisors' in the amount of \$27,700. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant	101-000-000-522.000	\$27,700.00
		Net Revenues	<u>\$27,700.00</u>
Expenditures:	CDBG Project - Capital Outlay	101-970-000-974.100	\$27,700.00
		Net Expenditures	<u>\$27,700.00</u>

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u>\$6,000.00</u></b>
--------------------------------------------------------------	-----------------------	--------------------------

Request to increase budget for the professional services of Spicer Group , engineers to assist with bidding documents and bidding assistance for the flooring replacement of the Community Center as required by the CDBG grant. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant	212-000-000-531.000	\$6,000.00
		Net Revenues	<u>\$6,000.00</u>
Expenditures:	Capital Outlay - Community Center	212-970-000-976.008	\$6,000.00
		Net Expenditures	<u>\$6,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #14**

**September 17, 2019**

**230 - RECREATION FUND** **Total Increase** \$10,123.00

Request to increase budget for the PTO retirement payout. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	230-000-000-699.000	\$9,404.00
		<b>Net Revenues</b>	<u><u>\$9,404.00</u></u>
Expenditures:	Salaries Pay out PTO & Sick	230-751-000-708.004	\$9,404.00
	FICA	230-751-000-715.000	\$719.00
		<b>Net Expenditures</b>	<u><u>\$10,123.00</u></u>

**236 - 14B DISTRICT COURT FUND** **Total Increase** \$909.00

Request to increase budget for the payout of PTO time at 75% . This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$909.00
		<b>Net Revenues</b>	<u><u>\$909.00</u></u>
Expenditures:	Salaries Pay out PTO & Sick	236-136-000-708.004	\$844.00
	FICA	236-136-000-715.000	\$65.00
		<b>Net Expenditures</b>	<u><u>\$909.00</u></u>

**590 - COMPOST FUND** **Total Increase** \$218,051.00

Request to increase budget for the purchase of a 2020 CAT 950M Wheeled Loader from Michigan Caterpillar. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$218,051.00
		<b>Net Revenues</b>	<u><u>\$218,051.00</u></u>
Expenditures:	Equipment	590-590-000-977.000	\$218,051.00
		<b>Net Expenditures</b>	<u><u>\$218,051.00</u></u>

Motion to Amend the 2019 Budget (#14)

Move to increase the General Fund budget by \$298,635 to \$10,993,824 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads & General Fund (BSRII) by \$6,000 to \$2,192,408 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$10,123 to \$821,386 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$909 to \$1,808,233 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$218,051 to \$796,927 and approve the department line item changes as outlined.