

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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**FEBRUARY 5, 2019**

**Work Session – 5:00 p.m.**

**Regular Meeting – 7:00 p.m.**

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE  
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •  
JIMMIE WILSON, JR.

## WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, FEBRUARY 5, 2019

**5:00pm**

**CIVIC CENTER  
BOARD ROOM  
7200 HURON RIVER DRIVE**

1. YPSILANTI TOWNSHIP ASSET MANAGEMENT  
PLAN FOR COUNTY DRAINS.....SCOTT MILLER, DEPUTY WATER  
RESOURCE COMMISSIONER
2. WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY  
.....THEO EGGERMONT, WASHTENAW COUNTY  
WATER RESOURCE COMMISSION AND  
BOB DAVIS, SOCCRA
3. AGENDA REVIEW..... SUPERVISOR STUMBO
4. OTHER DISCUSSION ..... BOARD MEMBERS

**Washtenaw County**  
**Water Resources Commissioner's Office**



**Ypsilanti Township**  
**Asset Management Plan**  
**For County Drainage Systems**



Version 1.0

January 2019

[illegible]



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## INTRODUCTION

### Background

The Michigan Drain Code of 1956, as amended, currently caps the allowable maintenance spending on county drains to \$5,000 per mile. This equates to less than \$1.00 per linear foot of drain and severely limits our office's ability to inspect, remove sediment or woody vegetation, clear obstructions or catch structures, repair breakages, and generally maintain the drainage infrastructure. As such, our field operations primarily consists of reactively responding to service requests and keeping the drains operational. We would appreciate the opportunity to methodically continue renewing drains to their original condition, as they will all continue to deteriorate without taking proactive measures. In other parts of the County, this type of approach has dramatically reduced service calls by eliminating sediment and debris in or near the drain, and allowing a drain to move into our low-cost mowing program.

The storm water infrastructure in Ypsilanti Township consists of 91 legally established county drains, two state regulated dams, three regional storm water basins, and various other appurtenances. In all, there are approximately 132 miles of drainage conveyances with a replacement value estimated at slightly under 43 million dollars. This plan recommends overall annual spending of \$500-750 thousand, which is between one and two percent of the replacement value. Details and reasons supporting this recommendation will be provided in following sections within the report.

The infrastructure assets covered by this asset management plan are shown in Table 1. These assets are used to provide stormwater conveyance, agricultural drainage and nonpoint source pollution control.

**Table 1: Assets covered by this Plan**

Drain	Year Est.	Linear Feet	type	Chp 20?	Replacement Value
Amberly Grove	1999	12121	enclosed		\$545,458.93
Aspen Ridge	2003	6115	enclosed		\$275,152.59
Beyer Relief	1929	104513	enclosed	yes	\$6,270,776.72
Brock Tile	1912	6936	combination		\$228,743.60
Budd	1928	5088	enclosed		\$228,974.85
Clubview Estates	1993	3433	enclosed		\$154,464.01
Creeside Village East	2015	8763	enclosed		\$394,349.33
Creeside Village South		11648	enclosed		\$524,158.86
Creeside Village West		8328	enclosed		\$374,740.00
Deauville Parish	1980	6545	enclosed		\$294,507.53
Derbyshire	1919	9727	combination		\$343,566.62
Eaton	1871	1796	open		\$26,932.89
Ford Lake Hghts	1980	3522	enclosed		\$158,505.39
Ford Lake Hghts #4	1991	1110	enclosed		\$49,933.72
Ford Lake Hghts #5	1991	1699	enclosed		\$76,455.86
Ford Lake Hghts Sub #2	1990	2587	enclosed		\$116,412.34
Ford Lake Hghts Sub #3	1990	1681	enclosed		\$75,653.19
Ford Lake Village #1	1992	4364	enclosed		\$196,401.80
Ford Lake Village #2	1994	7409	enclosed		\$333,425.63
Gault Farms Sub	1960	10645	enclosed		\$479,036.78
Gault Village	1974	2064	enclosed	yes	\$92,897.26
Georgetown	1996	3922	enclosed		\$176,485.33
Golf Estates	1999	1925	enclosed		\$86,634.74
Gorton	1907	9930	open		\$148,945.77
Green Fields	2000	14513	enclosed		\$653,091.64
Greene Farms	1997	52330	enclosed		\$2,354,871.09
Hamilton Tile		11071	enclosed	yes	\$664,261.17
Huron Cnter Com & Ind Park	0	1455	enclosed		\$65,487.10
Huron Cnter Com & Off Park	1988	1778	enclosed		\$80,027.32
Huron Commons Condo		1025	enclosed		\$46,115.49
Jerome Street	1955	2577	enclosed		\$115,970.93
Laflin	1909	5753	open		\$86,294.36
Lakewood Farms	1997	2060	enclosed		\$92,689.08
Miller	1963	2373	open		\$35,599.01
Nancy Park #3	1955	2498	enclosed		\$112,410.97
N Br of Big Swan Creek IC	2017	13067	open		\$196,002.69
North Ford Lake CONSOL	1975	5239	enclosed	yes	\$284,116.32
Oakland Estates Sub	1977	12161	enclosed		\$547,266.67
Owen Relief	1964	580	enclosed		\$26,088.13
Packard Br of Paint Creek	1970	20	enclosed		\$910.55
Partridge Creek	1996	45177	enclosed		\$2,027,832.21
Pineview Golf Course Est	1990	191	enclosed		\$8,586.56
Pineview Golf Course Est #2	1995	517	enclosed		\$23,286.03
Pineview Golf North	1999	164	enclosed		\$7,378.37

<b>Pittsfield-Clubview</b>	1978	496	enclosed		\$22,328.46
<b>Rawsonville Road</b>		2393	enclosed	yes	\$143,581.68
<b>Raymond Meadows Site Condo</b>	1998	5802	enclosed		\$261,099.56
<b>Recreation Park Sub</b>	1929	10944	enclosed		\$492,457.98
<b>Shady Knolls</b>	1955	6981	enclosed		\$314,145.99
<b>Sines Extension</b>	1922	2755	open		\$41,318.44
<b>Smokler-Textile</b>	1972	10750	enclosed		\$483,758.48
<b>Spruce Falls Subdivision</b>	1989	1933	enclosed		\$87,000.80
<b>Streamwood #3 and #4</b>	1993	7138	enclosed		\$321,229.56
<b>Streamwood #5</b>	1994	2714	enclosed		\$122,152.15
<b>Streamwood #6</b>	1994	4482	enclosed		\$201,673.45
<b>Streamwood #7</b>	1994	6299	enclosed		\$283,459.50
<b>Streamwood #8</b>	1995	5195	enclosed		\$233,758.06
<b>Streamwood Sub</b>	1992	6616	enclosed		\$297,698.42
<b>Swan Creek &amp; Pliney Harris</b>	2017	2621	open		\$39,307.58
<b>The Pines Sub</b>	1961	6565	enclosed		\$295,439.99
<b>Tremont Park Subdivision</b>	2000	15714	enclosed		\$707,134.04
<b>Tyler Dam Drain</b>	2017	8752	open		\$131,280
<b>Upper Paint Creek</b>	1966	11147	combination	yes	\$416,410.35
<b>Washtenaw-Clubview #1</b>	1928	11793	enclosed		\$530,668.30
<b>Washtenaw-Clubview #2</b>	1928	7371	enclosed		\$331,715.04
<b>W Branch of Paint Creek</b>	1860	4110	open		\$61,648.95
<b>Westlawn</b>	1966	4399	enclosed	yes	\$263,924.97
<b>Whispering Meadows</b>	1999	16867	enclosed		\$759,009.11
<b>Whittaker Village</b>	2001	6540	enclosed		\$294,314.99
<b>Whittaker-Textile</b>	1977	2836	combination		\$94,164.68
<b>Willow Run</b>	1967	2838	combination	yes	\$143,033.02
<b>Willow Run Ext 1 &amp; Brnchs</b>	1971	2295	enclosed	yes	\$137,710.30
<b>Ypsilanti Twp #01</b>	1965	3323	enclosed	yes	\$199,385.11
<b>Ypsilanti Twp #02</b>	1976	890	enclosed	yes	\$53,388.93
<b>Ypsilanti Twp #03</b>	1967	3583	enclosed	yes	\$214,997.07
<b>Ypsilanti Twp #04</b>	1965	11090	enclosed	yes	\$665,373.40
<b>Ypsilanti Twp #05</b>	1966	1089	enclosed	yes	\$65,320.03
<b>Ypsilanti Twp #06</b>	1966	3146	enclosed	yes	\$188,746.17
<b>Ypsilanti Twp #07</b>	1967	22661	enclosed	yes	\$1,359,673.48
<b>Ypsilanti Twp #07 Ext</b>	1970	3096	enclosed	yes	\$185,773.59
<b>Ypsilanti Twp #08</b>	1969	6629	enclosed	yes	\$397,769.50
<b>Ypsilanti Twp #09</b>	1969	3490	enclosed	yes	\$209,415.04
<b>Ypsilanti Twp #09 Ext</b>	1974	1316	enclosed	yes	\$78,973.51
<b>Ypsilanti Twp #10</b>	1969	2048	enclosed	yes	\$122,901.02
<b>Ypsilanti Twp #11</b>	1975	3724	enclosed	yes	\$223,440.23
<b>Ypsilanti Twp #12</b>	1970	2378	enclosed	yes	\$142,673.44
<b>Ypsilanti Twp #13</b>	1972	19700	enclosed	yes	\$1,182,020.98
<b>Ypsilanti Twp #13 Ext</b>	1971	8291	enclosed	yes	\$497,469.32
<b>Ypsilanti Twp #14</b>	1969	574	enclosed	yes	\$34,434.65
<b>Ypsilanti Twp #01 Consol</b>	1972	7432	enclosed	yes	\$445,936.88
<b>Ypsilanti Twp #02 Consol</b>	1974	2325	enclosed	yes	\$139,490.14
<b>Beyer Dam</b>	1939		dam		\$4,625,000.00
<b>Tyler Dam</b>			dam		\$5,375,000.00
<b>TOTAL</b>		132	miles		\$42,999,505.77

Please note that drain values are approximate and would need to be analyzed on a drain-specific basis for more precise cost estimates.

It is worth mentioning chapter 20 drain charges are the responsibility of the local municipality to pay in their entirety, while other drains are apportioned to local property owners/Washtenaw County/railroads in addition to the local municipality. In most of these cases, the local unit's percentage averages between 5 and 30 percent.

The network of county drain assets does not comprise all storm water runoff conveyance in the Township. There are rivers and streams, road culverts, ditches, and private drains that are not designated county drains.

## Goals and Objectives of Asset Ownership

Our goal in managing infrastructure assets is to reduce reactive maintenance through proactive measures, thereby reducing overall costs for present and future consumers. The key elements of infrastructure asset management are:

- Providing a defined level of service and monitoring performance,
- Managing the impact of growth through demand management and infrastructure investment,
- Taking a lifecycle approach to developing cost-effective management strategies for the long-term that meet the defined level of service,
- Identifying, assessing and appropriately controlling risks, and
- Linking to a long-term financial plan which identifies required, affordable expenditure and how it will be allocated.

We would like to propose this plan act as the first step in an annual process where we work with you to identify and recommend improvements, making adjustments as necessary as the township gets feedback from the residents.

## LEVELS OF SERVICE

### Expectations

This asset management plan is prepared to facilitate consultation prior to adoption by Ypsilanti Township and the Water Resources Office. Future revisions of the asset management plan will incorporate community consultation on service levels and costs of providing the service. This will assist Washtenaw County, the Township Supervisor, and particularly the Board of Trustees in matching the level of service required, service risks and consequences with the community's ability and willingness to pay for the service.

### Strategic Goals

This asset management plan is prepared under the direction of the Washtenaw County Water Resources Commissioner's vision, mission, goals and objectives.

Our vision is:

To efficiently address drainage and water quality needs of County residents and communities.

Our mission is:

To provide for the health, safety and welfare of Washtenaw County citizens and the protection of surface water and the environment and to promote the long term environmental and economic sustainability of Washtenaw County by providing storm water management, flood control, development review and water quality programs.

Relevant goals and objectives and how these are addressed in this asset management plan are:

**Table 2: Goals and how these are addressed in this Plan**

Goal	Objective	How Goal and Objectives are addressed in AM Plan
<b>Maintain drainage network in a cost-effective manner.</b>	Continue to transition from reactive service requests to proactive maintenance.	<b>Identifies drain segments that require proactive maintenance to reduce the likelihood of service requests</b>
<b>Reduce downstream sedimentation</b>	Remove sediment from channels	<b>Identify brush and streambank/other erosion projects for open drains. Intercept solids upstream of piped systems (through post-construction controls, development regulations, and other govt. agency BMP's)</b>
<b>Correct drainage networks already in various states of failure</b>	<b>Restore systems to working condition and prevent/reduce incidents of flooding</b>	<b>Identify systems that need to be renewed or re-constructed and prepare an estimate for initial costs</b>

## Levels of Service

Supporting the customer service levels are operational or technical measures of performance. These technical measures relate to the allocation of resources to service activities to best achieve the desired customer outcomes and demonstrate effective performance.

Technical service measures are linked to the activities and annual budgets covering:

- Operations – the regular activities to provide services (e.g. opening hours, cleansing, energy, inspections, etc.)
- Maintenance – the activities necessary to retain an asset as near as practicable to an appropriate service condition. Maintenance activities enable an asset to provide service for its planned life (e.g. structure repairs, sediment removal, mowing, vactoring),
- Renewal – the activities that return the service capability of an asset up to that which it had originally (e.g. road resurfacing and pavement reconstruction, pipeline replacement and building component replacement),
- Upgrade/New – the activities to provide a higher level of service (e.g. adding drainage branches, replacing a pipeline with a larger size) or a new service that did not exist previously (e.g. a new drain).

It is important to monitor the service levels provided through regular customer dialogue as these will change. The current performance is influenced by work efficiencies and technology, and customer priorities will change over time. Review and establishment of the agreed position which achieves the best balance between service, risk and cost is essential.

## LIFECYCLE MANAGEMENT PLAN

The lifecycle management plan details how the WCWRC plans to manage and operate the assets at the agreed levels of service while managing life cycle costs.

### Background Data

County drains in Ypsilanti Township were mostly established between 1900 and the 1950s. Some pre-date this range and were inherited from the original Township jurisdiction common in the 1800s. A few were established more recently in the past 50 years.

Most importantly, drains have a wide range of easement access. Some drains have easements, others do not. Easement widths vary.

### Budget

The chart below summarizes the proposed total Township budget for upcoming years, broken down into typical costs for the primary maintenance activity we normally perform as well as proposed activities. The chart includes sections outlining estimated regular (reactive) maintenance, preventative operations and maintenance activities, and proposed renewals. Please note, as a comparison, that the past four year overall average spending has been approximately \$705,000 with the Ypsilanti Township share constituting approximately \$323,000.

**Table 3: Proposed Asset Management Plan**

Year	Activity	Total Cost	Township share
<b>2019</b>	Regular maintenance (customer service requests)	\$415,000	\$124,500
	Proactive maintenance	\$89,750	\$65,750
	Renewals	\$222,500	\$127,250
	Initial inspection	\$31,500	\$11,000
		\$758,750	\$328,500
<b>2020</b>	Regular maintenance (customer service requests)	\$340,000	\$102,000
	Proactive maintenance	\$185,000	\$128,500
	Renewals	\$210,000	\$207,500
	Initial inspection	\$13,000	\$11,500
<b>2021-2025</b>	Regular maintenance (customer service requests)	\$325,000*	\$97,500*
	Proactive maintenance	\$151,750**	\$47,250**
	Renewals	\$925,000**	\$325,000**
	Initial inspection	\$16,500**	\$6,500**

\*annual estimated costs

\*\*total 4 year expenditures

### Regular Maintenance

Reactive expenditures currently constitute the majority of our office's efforts in Ypsilanti Township, consisting primarily of responding to service request calls. This category also includes post-storm event inspections in the urbanized areas of the township north of Ford Lake, where we maintain a large amount of infrastructure located within the public roadways. Many roadside inlet structures frequently need to be cleared of debris to allow for drainage, which our field operations performs on a seasonal or storm by storm basis depending on history.

Other reactive expenditures include instances where portions of the storm water management system fail and need immediate repair to make them operational again. This can include replacement of pipe sections in enclosed systems, and clearing/woody growth removal in the open channels.

Without an investment in drain renewal or pro-active maintenance, evidence strongly suggests that reactive maintenance costs will escalate within the next 10 years. Pipe failures at the Huron Center Commercial & Office Park Drain (Eagle Crest property), flooding issues within the Streamwood development, continued response to concerns at Partridge Creek, and others are indicators of aging storm water systems that are beginning to fail. Shifting the focus to pro-active measures now should result in reduced costs in reactive maintenance in the future, more than off-setting the additional investment of funds in the near term. An added benefit will be the reduction in unexpected expenditures and aid in budget forecasting.

### Proactive Maintenance Plan

Operations include regular activities to provide services such as public health, safety and amenity, e.g. mowing, light cleaning and removal of minor debris that blocks flow at culvert crossings and inlets, and mechanical flushing/cleaning of the pipe network.

Maintenance includes all actions necessary for retaining an asset as near as practicable to an appropriate service condition including regular ongoing day-to-day work necessary to keep assets operating. The consequences of not performing recommended maintenance are a continuation of problems that are seen and heard about throughout the township for at least the past 20-30 years. There is additional risk of flooding along with continued standing water for longer periods of time, and the resident concerns such as mosquitos, loss of land use, impact to agriculture, etc.

### Renewal/Replacement Plan

Renewal and replacement expenditures are major works which do not increase the asset's design capacity but restores, rehabilitates, replaces or renews an existing asset to its original service potential. Work over and above restoring an asset to original service potential is considered to be an upgrade/expansion or new work expenditure resulting in additional future operations and maintenance costs.

Replacement, while not as preferable as ongoing maintenance, will lead to the drains having greatly reduced maintenance costs, generally just mowing or inlet and pipe cleaning.

Further refinement of prioritization can be attained to develop more systematic schedules and budgets for renewals (brushing and ditching, plus sumps), after some analysis of the inspection point data. Scoring systems with one or more factors are common. For example, sediment depths along multiple open drain segments is one factor that yields a score for a length of drain. For funding purposes, it might be beneficial to make sediment the only factor for a sediment specific linear score so nonpoint source projects and sediment removal can be prioritized. Our office is currently working to develop a scoring system that will flag infrastructure needing a closer look for programming decisions.

### Summary of future renewal and replacement expenditure

The projected capital renewal and replacement program is shown in more detail in the attached appendix. This includes which specific county drains would be scheduled for renewal along with approximate costs of doing so. These systems were chosen based upon the volume of service requests, age and condition of the drain, and the overall consequences should the drain experience a failure. For example, there may be systems in wooded environments that do not cause extreme property or structural damage should the drain overflow its banks, while others in residential neighborhoods may cause flooding for the travelling public or on personal property.

It is assumed that open channels will not be replaced, and upgrades to capacity are not warranted due to downstream flow restrictions (road culverts) and a desire to improve infiltration hydrology, not capacity. It is further assumed that all the open channels are subject to renewal (brushing, ditching and sediment "dip outs").



## Creation/Acquisition/Upgrade Plan

New works are those that create a new asset that did not previously exist, or works which will upgrade or improve an existing asset beyond its existing function or capacity. They may result from growth, social or environmental needs. Assets may also be acquired at no cost.

While factored into the asset management plan, the creation of new infrastructure is not budgeted as currently the majority of new drains within the township are built and funded by private development. These include residential site condominiums and plats whereby the owner agrees to build the storm water management system for future inclusion into the county drainage network. However, every mile of new infrastructure increases long term maintenance needs.

While other new drains may be created, such as the Tyler Dam Drain, there are no future anticipated projects to budget at this time. This may be adjusted, however, if future needs are determined through conversations with the township.

Finally, the creation of new storm water management systems will necessitate adjustments to the preventative maintenance budget as those drains will also benefit from ongoing and periodic proactive work.

### Summary of asset expenditure requirements

The financial projections from this asset plan are shown in the appendix for projected operating (operations and maintenance) and capital expenditure (renewal and upgrade/expansion/new assets). Note that all costs are shown in real values.

Ongoing operations and maintenance are generally within budget projections save minor growth over time in O&M compared to a flat budget. This represents a continuation of current O&M practices of both maintaining proactive and service request events within both the \$5,000 per mile limit and continuation of established tolerance for at large and parcel assessments.

Renewal projects would require petitioning or some other source of funding (e.g. grants) to complete.

## Initial Inspection Plan

A portion of the Ypsilanti Township county drains have not been inspected, formally or informally, in a number of years. We proposed to use conditional assessment techniques to rate the present condition of these drains as a method to continually improve the action plan presented herein.

Conditional assessment ratings can be used to determine a probability of failure for a drainage system, which can be of great assistance in determining future renewal priorities. Knowing a rough risk of a storm management failure, however, cannot be the sole deciding factor for a plan of action. In some cases (i.e. natural areas, open spaces, easily accessible infrastructure, etc.) a failing drain will not have as severe consequences to the surrounding property or structures. For example, the consequence of a deep, large diameter urbanized drain collapsing versus an open channel becoming blocked within a nature preserve would cause major financial and property damage. A good asset management plan takes both the condition of the drain along its potential consequences as a result of failure to prioritize work.

Our inspection recommendations include evaluating the condition of some CMP (corrugated metal pipe) systems within the next 5 years. This is of note because several of the township's CMP drains are close to or exceed 50 years in age, which correlates to the life expectancy of the pipes and failures related to extensive rusting (deformed/crushed sections where the pipe can no longer support the overlying soils, "blowholes" and blockages due to voids forming, or root intrusion into the lines). The outcome of these inspections may impact the asset management program by introducing additional renewals that would need to be prioritized within the overall plan.

## RISK MANAGEMENT PLAN

The purpose of infrastructure risk management is to document the results and recommendations resulting from the periodic identification, assessment and treatment of risks associated with providing services from infrastructure.

The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

### Critical Assets

Critical assets are defined as those which have a high consequence of failure causing significant loss or reduction of service. Similarly, critical failure modes are those which have the highest consequences.

Critical assets have been identified and their typical failure mode and the impact on service delivery are as follows:

**Table 4 - Critical Assets**

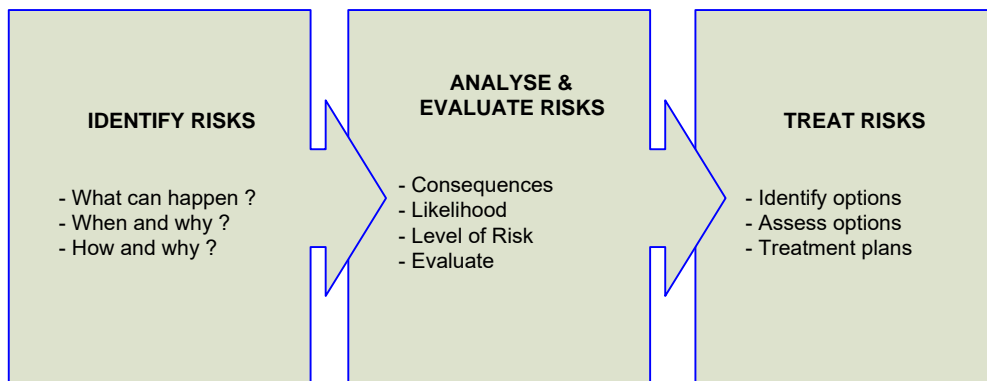
Critical Asset(s)	Failure Mode	Impact
Segments adjacent to actively farmed land	Overflow and potential crop loss	Reactive mode and overtime. Deferred response elsewhere
Marginally operational tile in Agriculture areas	Blocked, collapsed	Inability to access during growing season
End sections at road crossings	Blockage, headwall and end section failure, erosion	Costly repairs limit ability to perform other maintenance due to spending limits.
Gravity main systems under or adjacent to roadways	"Blow hole" pipe collapses, sink holes at catch structure inlets	Potential structural damage to private property, restoration challenges

By identifying critical assets and failure modes investigative activities, condition inspection programs, maintenance and capital expenditure plans can be targeted at the critical areas.

### Risk Assessment

The risk management process used in this project is shown in the figure below.

It is an analysis and problem solving technique designed to provide a logical process for the selection of treatment plans and management actions to protect the community against unacceptable risks.

**Table 5 - Risk Management Process – Abridged**

The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

An assessment of risks associated with service delivery from infrastructure assets has identified the critical risks that will result in significant loss, 'financial shock', or a reduction in service.

## Service and Risk Trade-Offs

The decisions made in adopting this asset management plan are based on the objective to achieve the optimum benefits from the available resources.

### What we cannot do

There are some operations and maintenance activities and capital projects that are unable to be undertaken within the next 10 years. These include:

- Stream bank stabilization to address morphological changes occurring. Watershed management planning and grant funding may improve abilities.
- Maintainable sediment storage throughout the planning area. Needs dictate we find the most easily achievable locations now and identify future locations for discussion and development. This would be a separate planning and engineering analysis.

### Service trade-off

Operations and maintenance activities and capital projects that cannot be undertaken will maintain or create service consequences for users. These include:

- Flow limitations
- Increased sedimentation rates
- Continued phosphorus and nonpoint source loading

### Risk trade-off

The operations and maintenance activities and capital projects that cannot be undertaken may maintain or create risk consequences. These include:

- Larger reactive maintenance in the future
- Inefficiencies in balancing reactive vs proactive maintenance
- Future TMDL

- Flooding
- Need for critical emergency response
- Property damage
- Road damage or accelerated failure

## PLAN IMPROVEMENT AND MONITORING

### Monitoring and Review Procedures

This asset management plan will be reviewed during annual budget planning processes and amended to show any material changes in service levels and/or resources available to provide those services as a result of budget decisions.

The AM Plan will be updated annually to ensure it represents the current service level, asset values, projected operations, maintenance, capital renewal and replacement, capital upgrade/new and asset disposal expenditures and projected expenditure values incorporated into the long term financial plan.

The AM Plan has a life of 4 years and is due for complete revision and updating within 2 years of each election cycle of the Ypsilanti Township board.

### Performance Measures

The effectiveness of the asset management plan can be measured in the following ways:

- The degree to which the required projected expenditures identified in this asset management plan are incorporated into the long term financial plan,
- The degree to which 1-5 year detailed works programs, budgets, business plans and corporate structures take into account the 'global' works program trends provided by the asset management plan,
- The degree to which the existing and projected service levels and service consequences (what we cannot do), risks and residual risks are incorporated into the Strategic Plan and associated plans.

#### ***Key Assumptions made in AM Plan and Risks of Change***

- Open channel conveyance systems do not have a defined useful life.
- Additions to the system would be limited or non-existent in the next 10 years.
- The Township's ability to absorb special assessments may be limited by their annual budget. This would affect the number and size of projects undertaken under the plan
- Some debt service, at least for the larger renewals, is likely needed to manage and optimize the risk-expenditure relationship.
- Risk is associated with probability of failure (condition related to debris jams and log jams) and consequence of failure (proximity to cropland subject to loss).

## SUMMARY

Should you approve this initial pilot program, we would anticipate working with you over your next budget cycle to provide a 5-year program proposal that would start showing a noticeable change in several parts of the Township in four ways.

- Property being usable for more days of the year
- A reduction in depth and frequency of standing water and related public health issues in those drains where maintenance is performed
- Our drain clean out work will reduce the need for service calls in those areas, correspondingly reducing the Township's risk of extensive service.
- We would also anticipate a modest but noticeable improvement in property values over a 5-year timeframe of maintenance improvement (versus Band-Aids) as with any infrastructure that is visibly kept in good working order.

As the Board can imagine, these programmed expenditures would be subject to unusual weather such as heavy rains. As part of this arrangement, we would propose to check in with the Township on the actual expenditures before proceeding with larger proactive maintenance projects, again considering the flexibility of timing afforded by our differing budget cycles to stay within the total amount noted above.

Thank you for the opportunity to provide what would be a high value improvement to residents at a modest cost. As you are aware, property owners share in the costs of some special assessment work, and we have reviewed mock assessment rolls to ensure that there is no undue burden placed on property owners. These appear to be reasonably affordable projects when the costs are shared. The average one-time property owner share for clearing an open drain, for example, would be less than 10 dollars. Actual costs are correlated to acreage owned. In other communities we have found that property owners appreciate that the Township is also sharing in the cost, and as you may recall, the Road Commission and MDOT will contribute a share of the costs as well.

## Next Steps

The following appendices contain specific action steps, some of which exceed the annual statutory spending limit of \$5000 per mile of drain. A resolution from Ypsilanti Township (which our office can draft) to exceed this limit would be required in such instances to authorize the work to proceed. As the intent of this plan is to be a collaborate effort between our offices, we would be pleased to present the overall asset management plan at your next township board meeting and/or working session in order to refine the objectives to best serve the township's priorities and budget. This interactive process may then defer or, in some cases, eliminate some items of work proposed while possibly providing new information to our office.

## APPENDICES

### Appendix A Proposed budget recommendations by drain/activity

	<b>2019</b>				
<b>Activity</b>	<b>Name of Drain</b>	<b>Work proposed</b>	<b>Total cost</b>	<b>Twp %</b>	<b>Twp portion</b>
<b>Reactive maintenance</b>	Various	Various	\$415,000	30*	\$124,500
<b>Proactive maintenance</b>	Willow Run	Clearing open channel	\$14,750	85	\$12,500
<b>Proactive maintenance</b>	Tyler Dam	Clearing open channel	\$5,000	35	\$1,750
<b>Proactive maintenance</b>	Various	Mowing program	\$15,000	43**	\$6,500
<b>Proactive maintenance</b>	Ypsilanti Township #1	Cleaning/vactoring	\$20,000	80	\$16,000
<b>Proactive maintenance</b>	Ypsilanti Township #8	Cleaning/vactoring	\$35,000	83	\$29,000
<b>Initial inspection</b>	Budd	Conditional assessment	\$9,500	35	\$3,250
<b>Initial inspection</b>	Oakland Estates Sub	Conditional assessment	\$22,000	35	\$7,750
<b>Renewal</b>	Beyer Relief	Catch structure rehabilitation	\$110,000	73	\$80,250
<b>Renewal</b>	Recreation Park Sub	Structures and sumps	\$97,500	35	\$34,000
<b>Renewal</b>	Ypsilanti Township #1 Consol.	Tree removal, root intrusions	\$15,000	86	\$13,000
			\$758,750		\$328,500

\*Indicates an average apportionment of drains within Ypsilanti Township

\*\*Indicates an average apportionment of mowed drains within Ypsilanti Township

	2020				
Activity	Name of Drain	Work proposed	Total cost	Twp %	Twp Portion
<b>Reactive maintenance</b>		Various	\$340,000	30*	\$102,000
<b>Proactive maintenance</b>	Gorton	Clearing open channel	\$42,500	35	\$15,000
<b>Proactive maintenance</b>	Derbyshire	Clearing open channel	\$6,000	35	\$2,000
<b>Proactive maintenance</b>	Various	Mowing program	\$16,500	47**	\$7,750
<b>Proactive maintenance</b>	Ypsilanti Twp #13	Cleaning/vactoring	\$85,000	90	\$76,500
<b>Proactive maintenance</b>	Ypsilanti Twp #13 Ext.	Cleaning/vactoring	\$35,000	78	\$27,250
<b>Initial inspection</b>	Ypsilanti Twp #7 Ext.	Conditional assessment	\$6,000	92	\$5,500
<b>Initial inspection</b>	Ypsilanti Twp #11	Conditional assessment	\$7,000	84	\$6,000
<b>Renewal</b>	North Ford Lake Consol.	Structures, eroded outfalls	\$195,000	100	\$195,000
<b>Renewal</b>	Ypsilanti Twp #10	Structures and gravity main	\$15,000	78	\$12,500
			\$748,000		\$449,500

\*Indicates an average apportionment of drains within Ypsilanti Township

\*\*Indicates an average apportionment of mowed drains within Ypsilanti Township

	2021-2025				
Activity	Name of Drain	Work proposed	Total cost	Twp %	Twp Portion
<b>Reactive maintenance</b>		Various	\$325,000	30*	\$97,500
<b>Proactive maintenance</b>	N. Br. Big Swan Creek IC	Clearing open channel	\$22,500	5	\$1,250
<b>Proactive maintenance</b>	Brock	Clearing open channel	\$3,750	35	\$1,250
<b>Proactive maintenance</b>	Eaton	Clearing open channel	\$3,750	35	\$1,250
<b>Proactive maintenance</b>	Miller	Clearing open channel	\$7,500	30	\$2,250
<b>Proactive maintenance</b>	Sines Ext.	Clearing open channel	\$3,250	34	\$1,250
<b>Proactive maintenance</b>	Various	Mowing program	\$21,000	40**	\$8,500
<b>Proactive maintenance</b>	Wash-Clubview #1	Cleaning/vactoring	\$55,000	35	\$19,250
<b>Proactive maintenance</b>	Wash-Clubview #2	Cleaning/vactoring	\$35,000	35	\$12,250
<b>Initial inspection</b>	Ypsilanti Township #14	Conditional assessment	\$1,500	78	\$1,250
<b>Initial inspection</b>	The Pines Sub	Conditional assessment	\$15,000	35	\$5,250
<b>Renewal</b>	Smokler-Textile	Rear yard collection replacement	\$925,000	35	\$325,000
			\$1,418,250		\$476,250

\*Indicates an average apportionment of drains within Ypsilanti Township

\*\*Indicates an average apportionment of mowed drains within Ypsilanti Township



# Ypsilanti Township County Drain Map

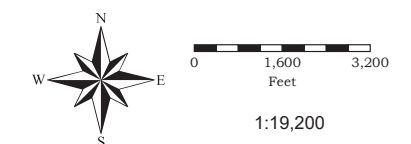
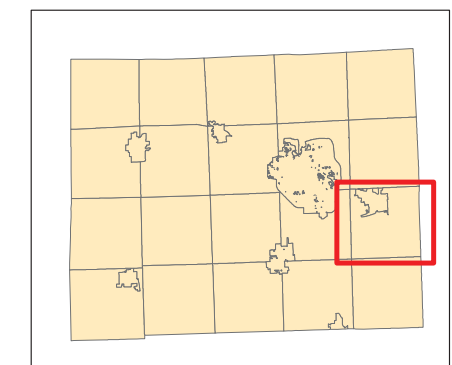


**Evan N. Pratt P.E.**  
**Washtenaw County**  
**Water Resources**  
**Commissioner**

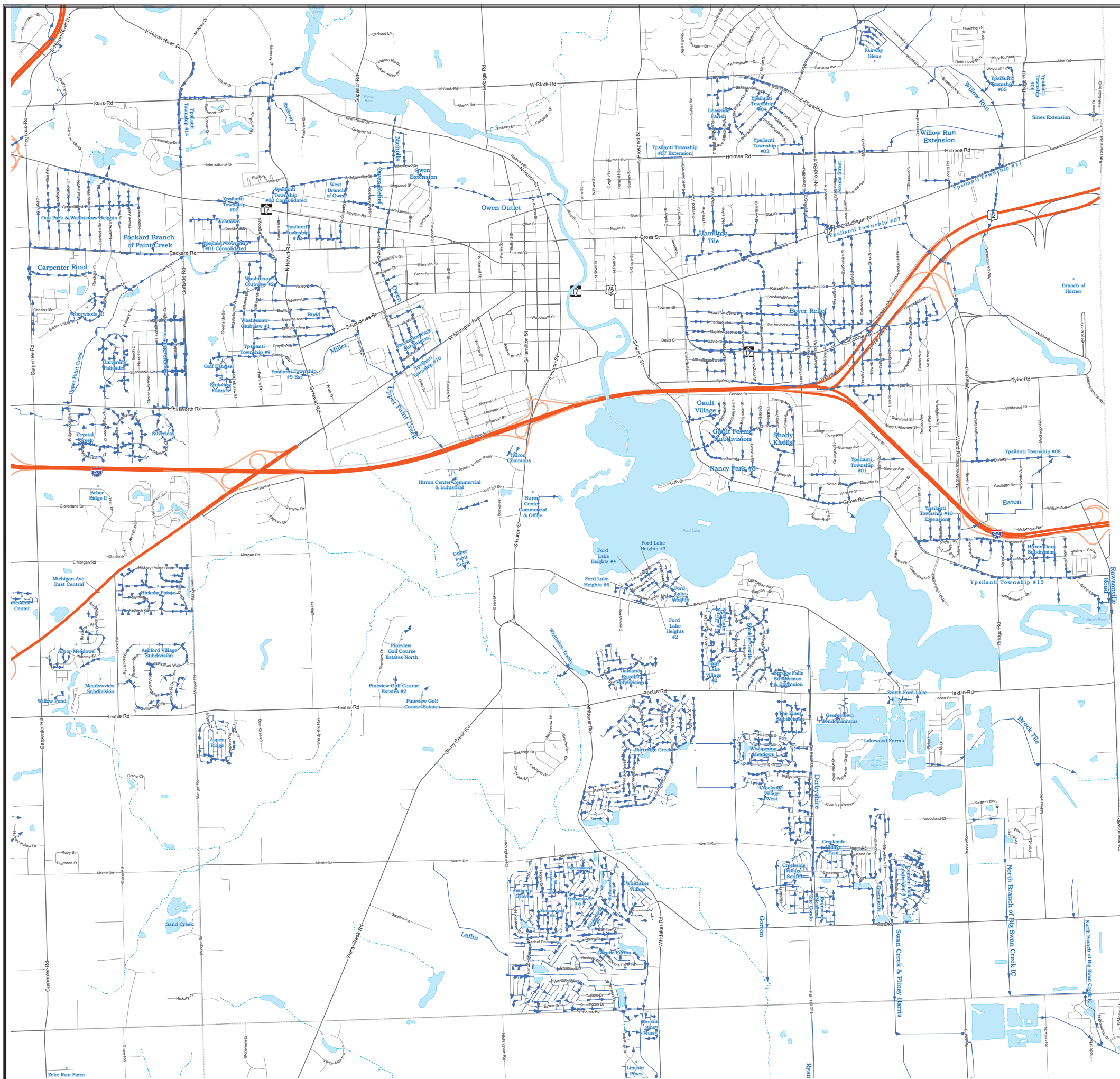
705 N. Zeeb Rd.  
Ann Arbor, MI 48107  
Ph: 734-222-6860  
Fax: 734-222-6803  
[www.washtenaw.org/drains](http://www.washtenaw.org/drains)

## Legend

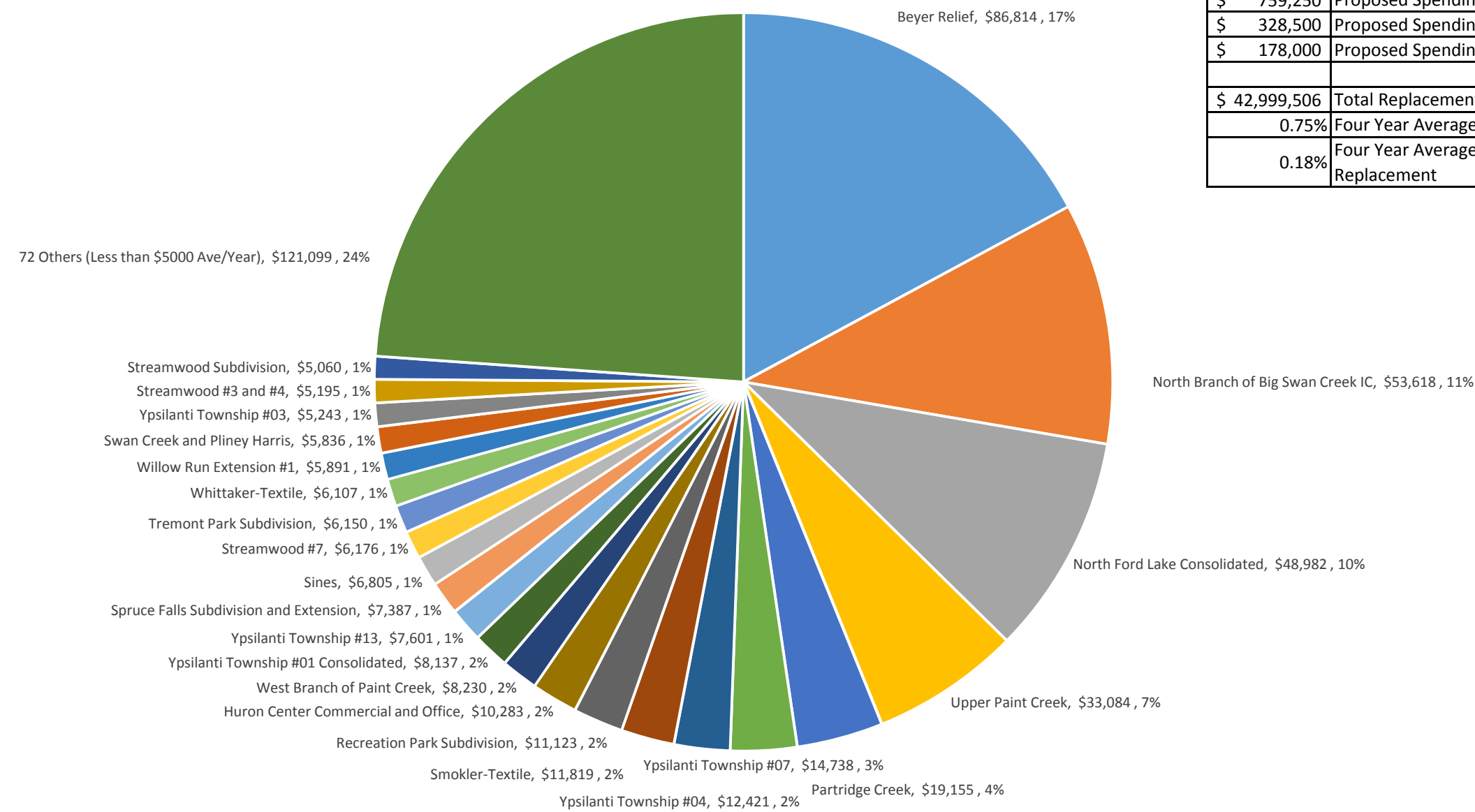
- Lakes
- County Drain Systems
- Waters of the State



Map Published On : Date: 12/8/2017



YPSILANTI TOWNSHIP--DRAIN SPENDING FOUR YEAR AVERAGE  
(2015-2018)



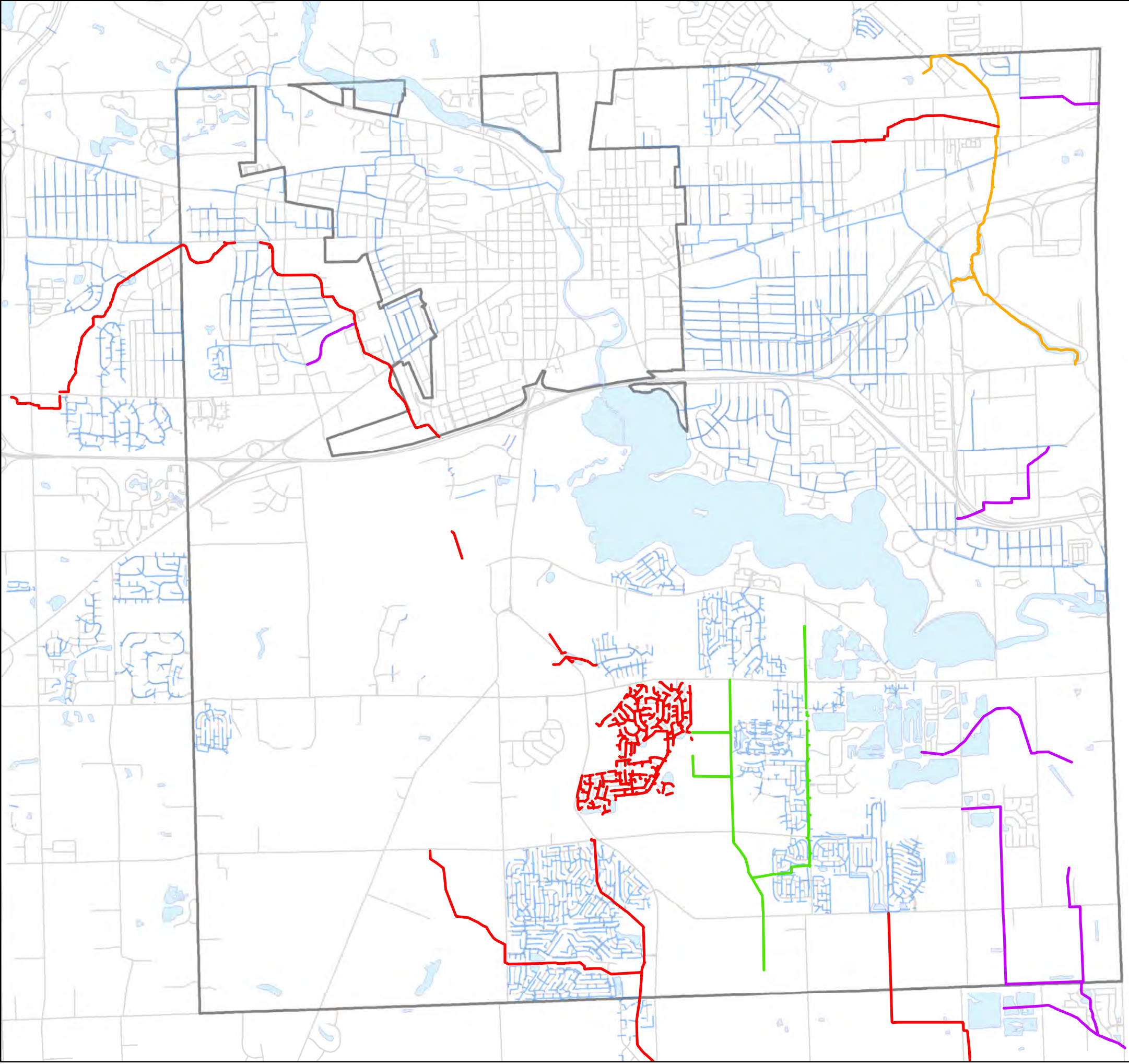
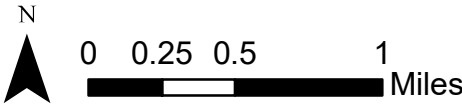
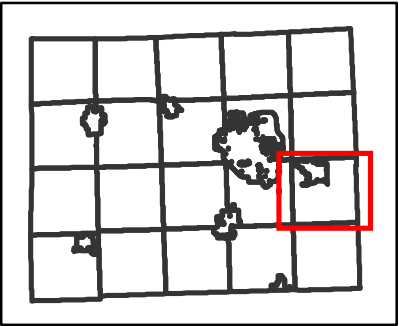
\$ 705,606	Four Year Average Spending (2015-2018)
\$ 322,744	Four Year Average Spending Ypsilanti Township Only
\$ 75,734	Four Year Average Spending Ypsilanti Township Property Owners
\$ 759,250	Proposed Spending 2019
\$ 328,500	Proposed Spending 2019 Ypsilanti Township Only
\$ 178,000	Proposed Spending 2019 Ypsilanti Township Property Owners
\$ 42,999,506	Total Replacement Value, refer to page 6
0.75%	Four Year Average Annual Ypsi Twp Spending to Total Replacement
0.18%	Four Year Average Annual Ypsi Twp Property Owners Spending to Total Replacement



# Mowing Program Summary by Year

Ypsilanti Township

- Existing Mowing
- 2019
- 2020
- 2021-2025
- Water Bodies
- County Drain Systems
- Road Centerlines

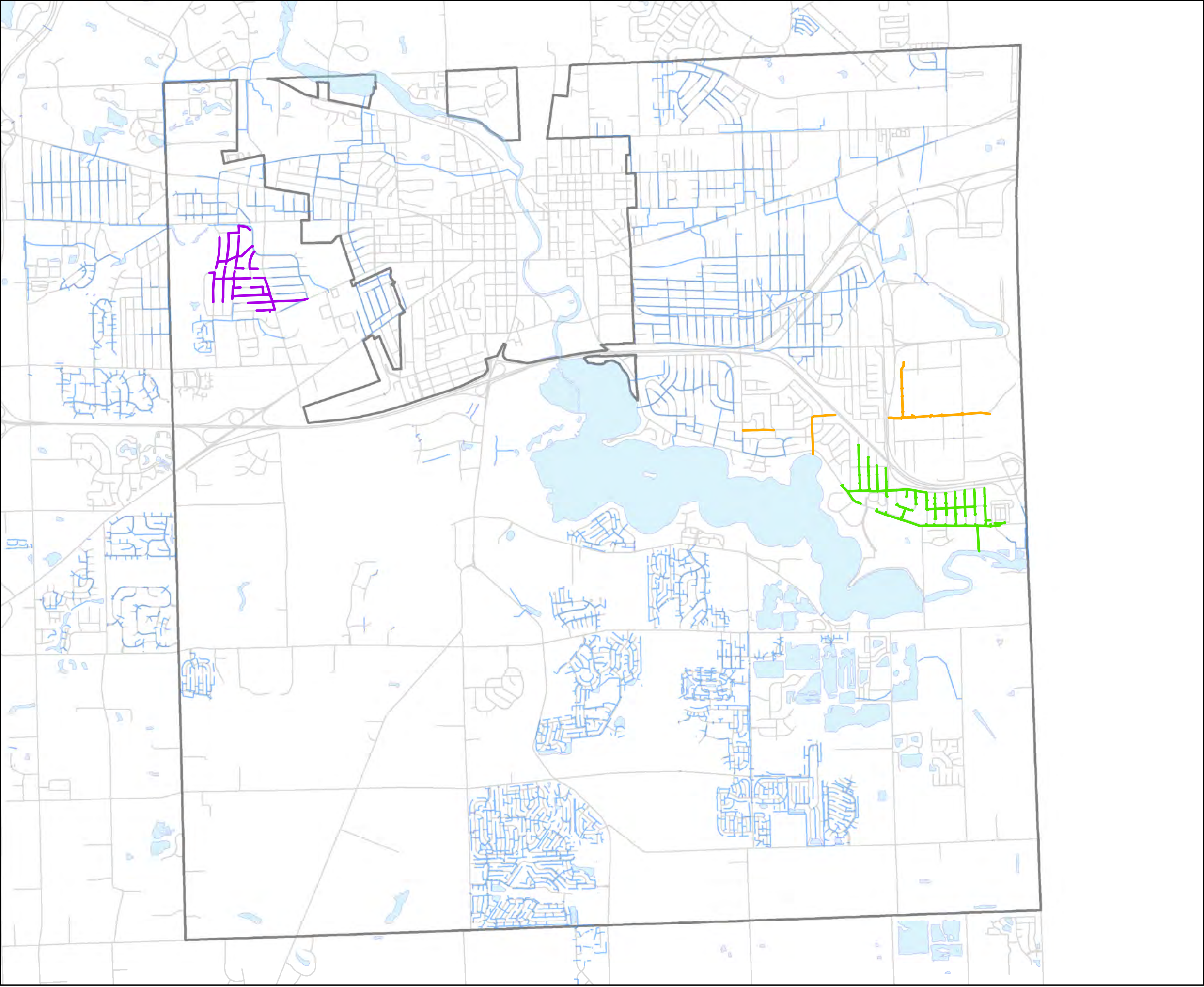
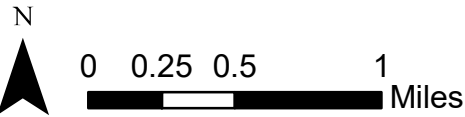
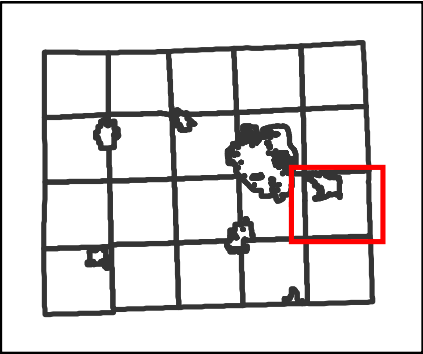




# Vactor / Cleaning Summary by Year

Ypsilanti Township

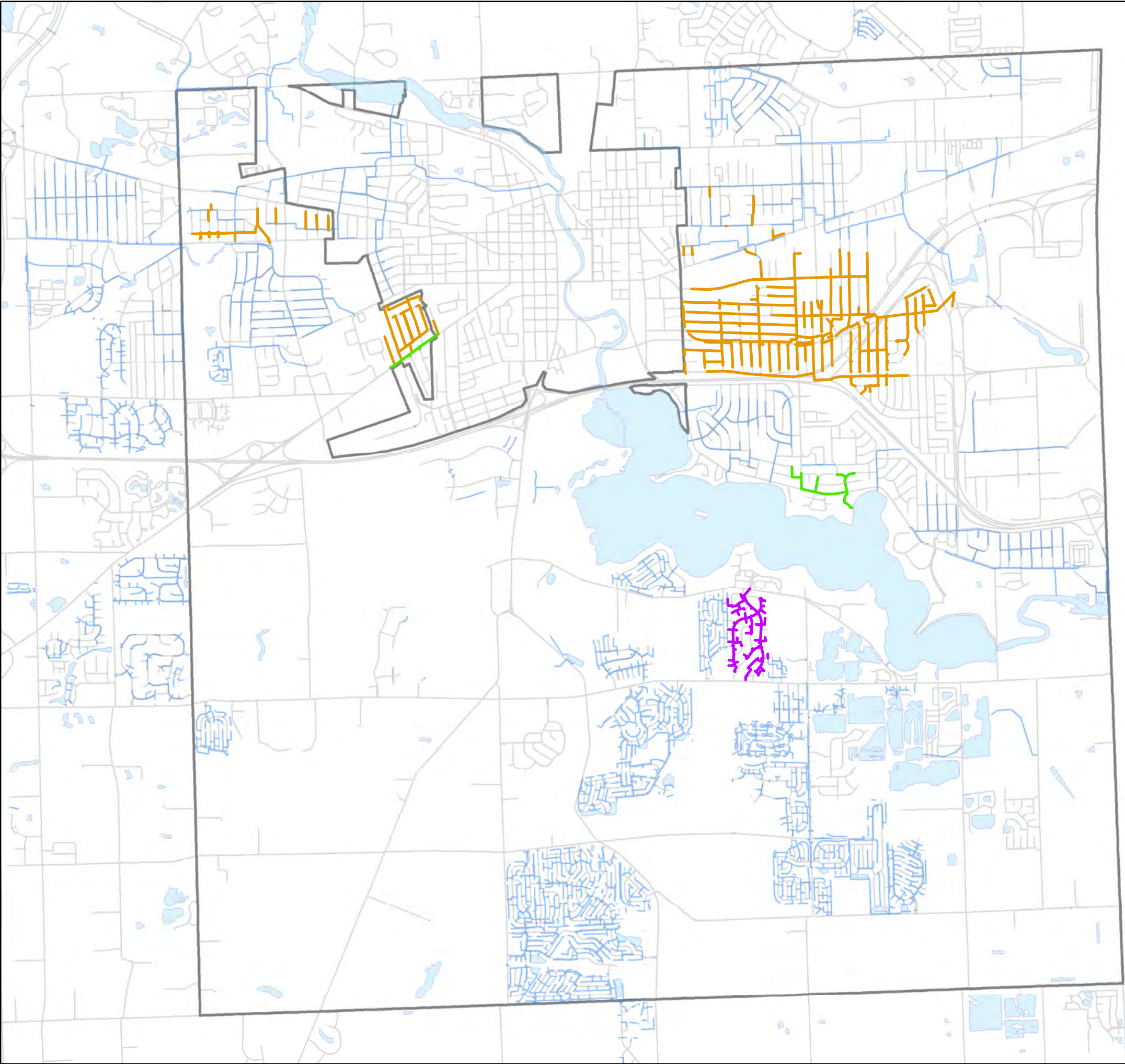
- 2019
- 2020
- 2021-2025
- Water Bodies
- County Drain Systems
- Road Centerlines



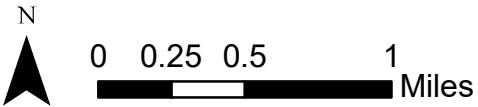
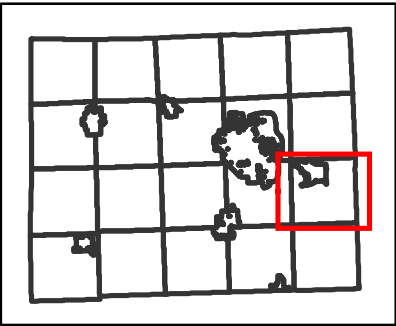


# Renewal Summary

Ypsilanti Township

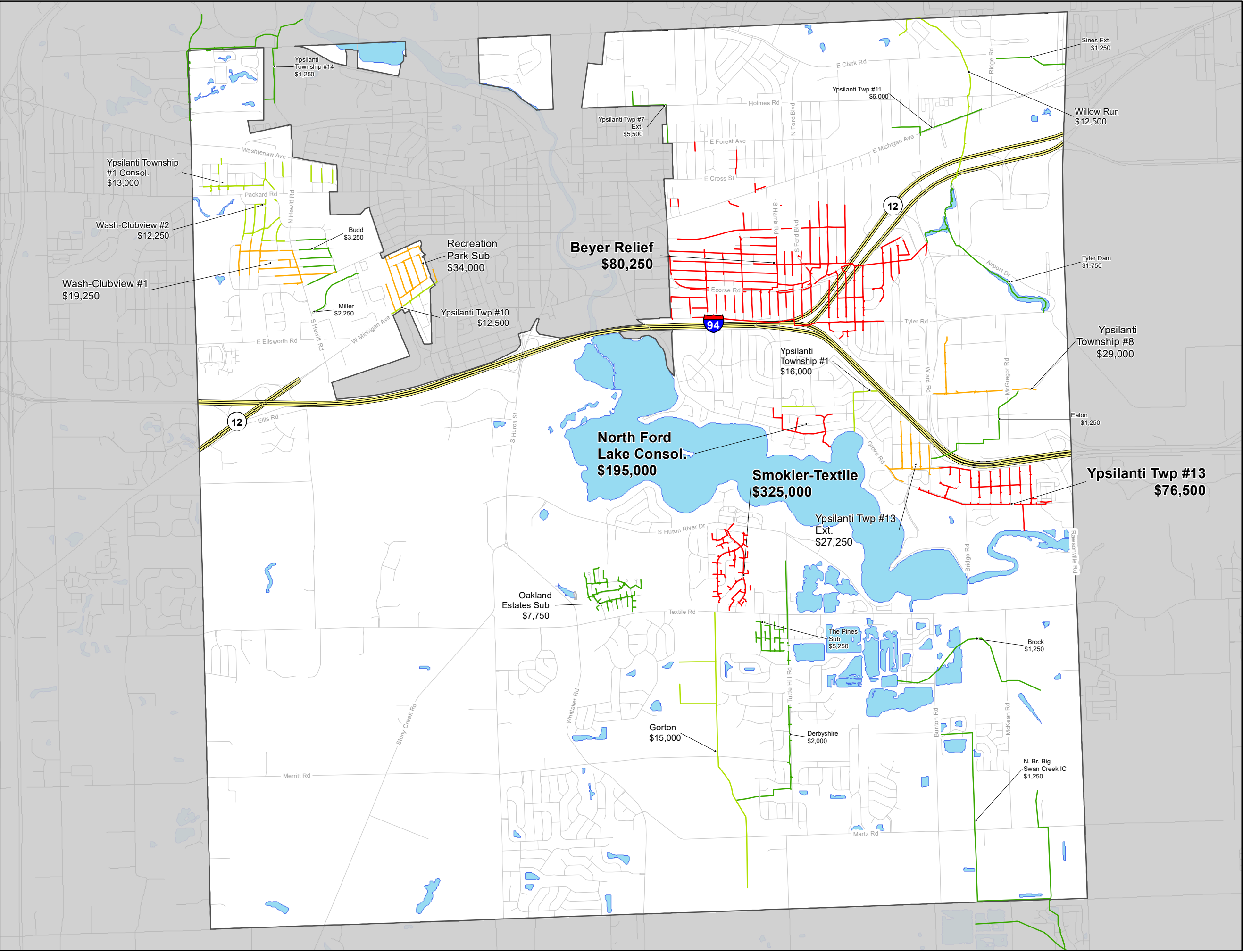


- 2019
- 2020
- 2021-2025
- Water Bodies
- County Drain Systems
- Road Centerlines



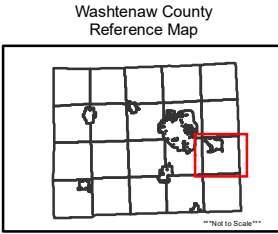
Ypsilanti Township  
Asset Management Plan

Total Proposed  
Spending Per Drain



Drain Projects  
Cost

- Low
- Moderate
- Medium
- Highest





## 2019

Activity	Name of Drain	Work proposed	Total cost	Twp %	Twp portion	Owner %	Owner portion	Owner ave/parcel (per year)	Road %	Road portion
<b>Reactive maintenance</b>	Various	Various	\$415,000	30*	\$124,500	30	\$124,500	Various	40	\$166,250
<b>Proactive maintenance</b>	Willow Run	Clearing open channel	\$14,750	85	\$12,500	-	-		15	\$2,250
<b>Proactive maintenance</b>	Tyler Dam	Clearing open channel	\$5,000	35	\$1,750	33	\$1,700	<\$0.50	32	\$1,550
<b>Proactive maintenance</b>	Various	Mowing program	\$15,000	43**	\$6,500	30	\$4,500	Various	27	\$4,000
<b>Proactive maintenance</b>	Ypsilanti Township #1	Cleaning/vactoring	\$20,000	80	\$16,000	-	-		20	\$4,000
<b>Proactive maintenance</b>	Ypsilanti Township #8	Cleaning/vactoring	\$35,000	83	\$29,000	-	-		17	\$6,000
<b>Initial inspection</b>	Budd	Conditional assessment	\$9,500	35	\$3,250	48	\$4,500	<\$25.00	17	\$1,750
<b>Initial inspection</b>	Oakland Estates Sub	Conditional assessment	\$22,000	35	\$7,750	39	\$8,500	<\$40.00	26	\$5,750
<b>Renewal</b>	Beyer Relief	Catch structure rehabilitation	\$110,000	73	\$80,250	-	-		27	\$29,750
<b>Renewal</b>	Recreation Park Sub	Structures and sumps	\$97,500	35	\$34,000	35	\$34,000	<\$50.00	26	\$25,750
<b>Renewal</b>	Ypsilanti Township #1 Consol.	Tree removal, root intrusions	\$15,000	86	\$13,000	-	-		14	\$2,000
			\$758,750		\$328,500		\$177,700			\$249,050

\*Indicates an average apportionment of drains within Ypsilanti Township

\*\*Indicates an average apportionment of mowed drains within Ypsilanti Township

# Ypsilanti Township County Drain Map

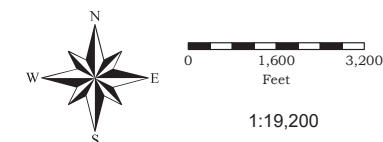
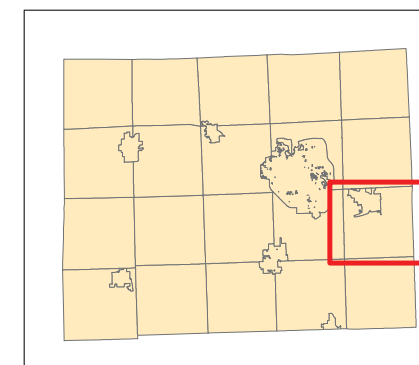


**Evan N. Pratt P.E.**  
**Washtenaw County**  
**Water Resources**  
**Commissioner**

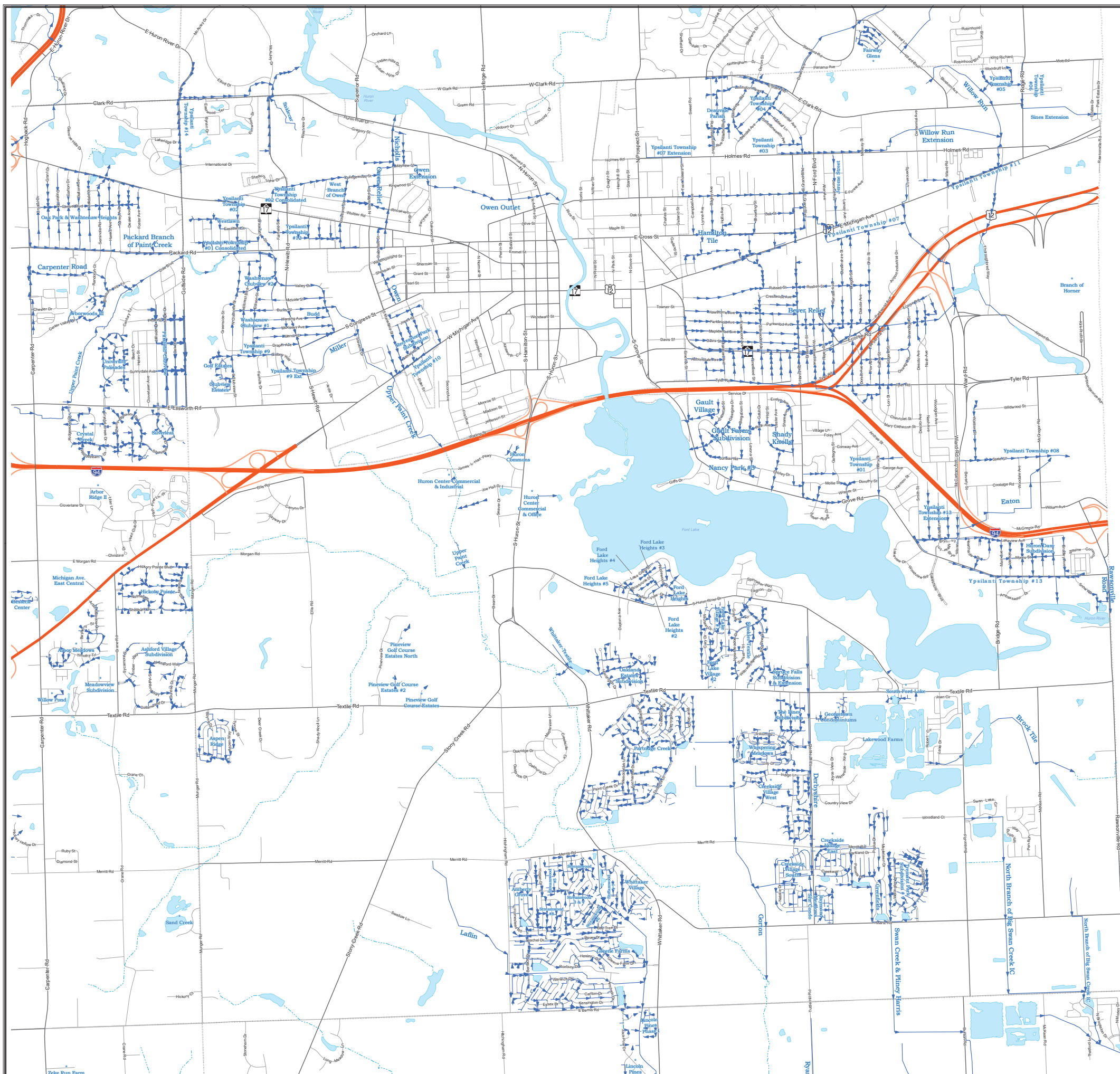
705 N. Zeeb Rd.  
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## Legend

- Lakes
- County Drain Systems
- Waters of the State

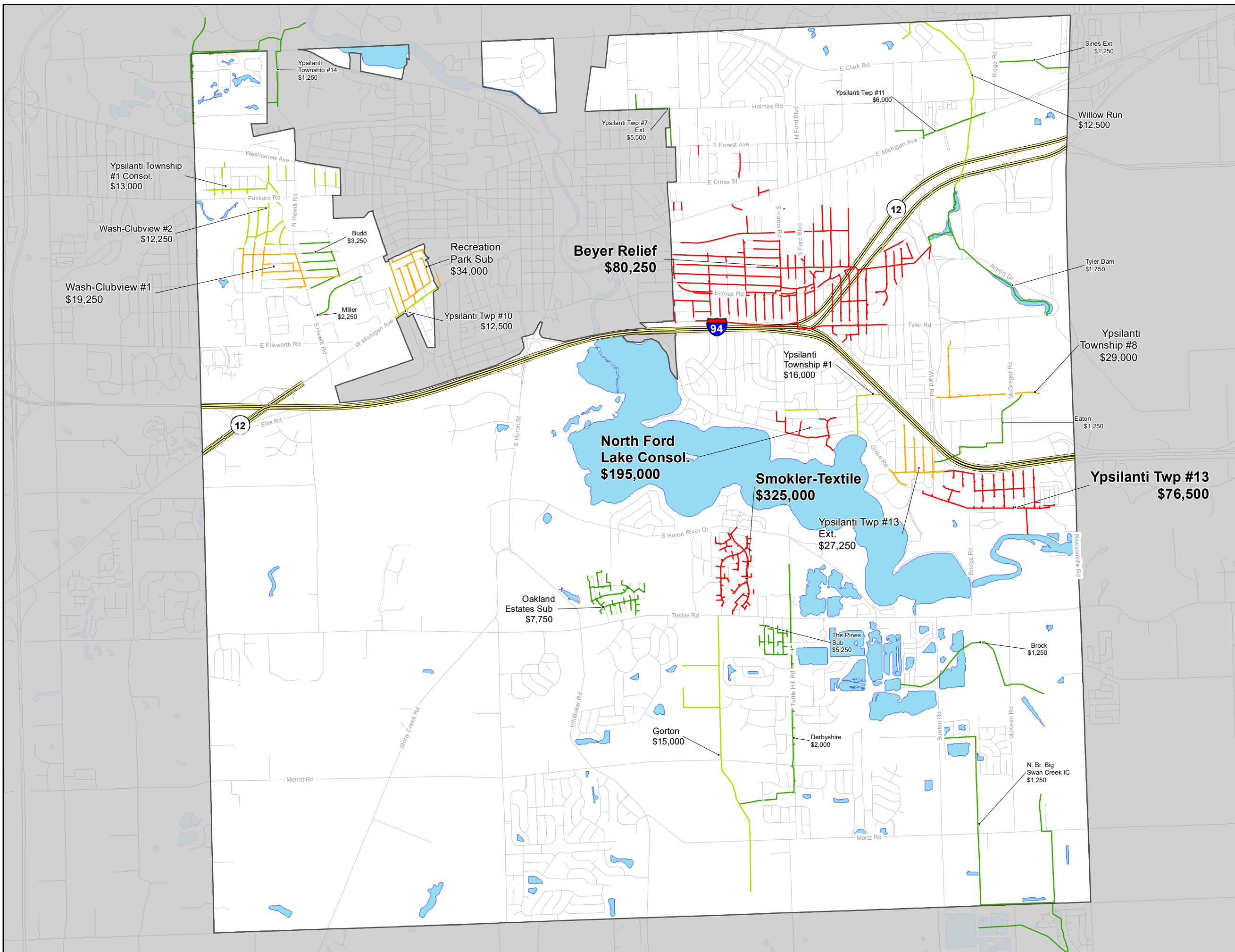


Map Published On : Date: 12/8/2017

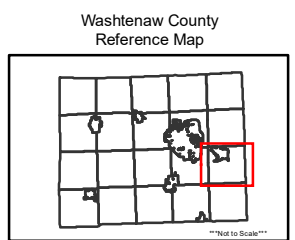




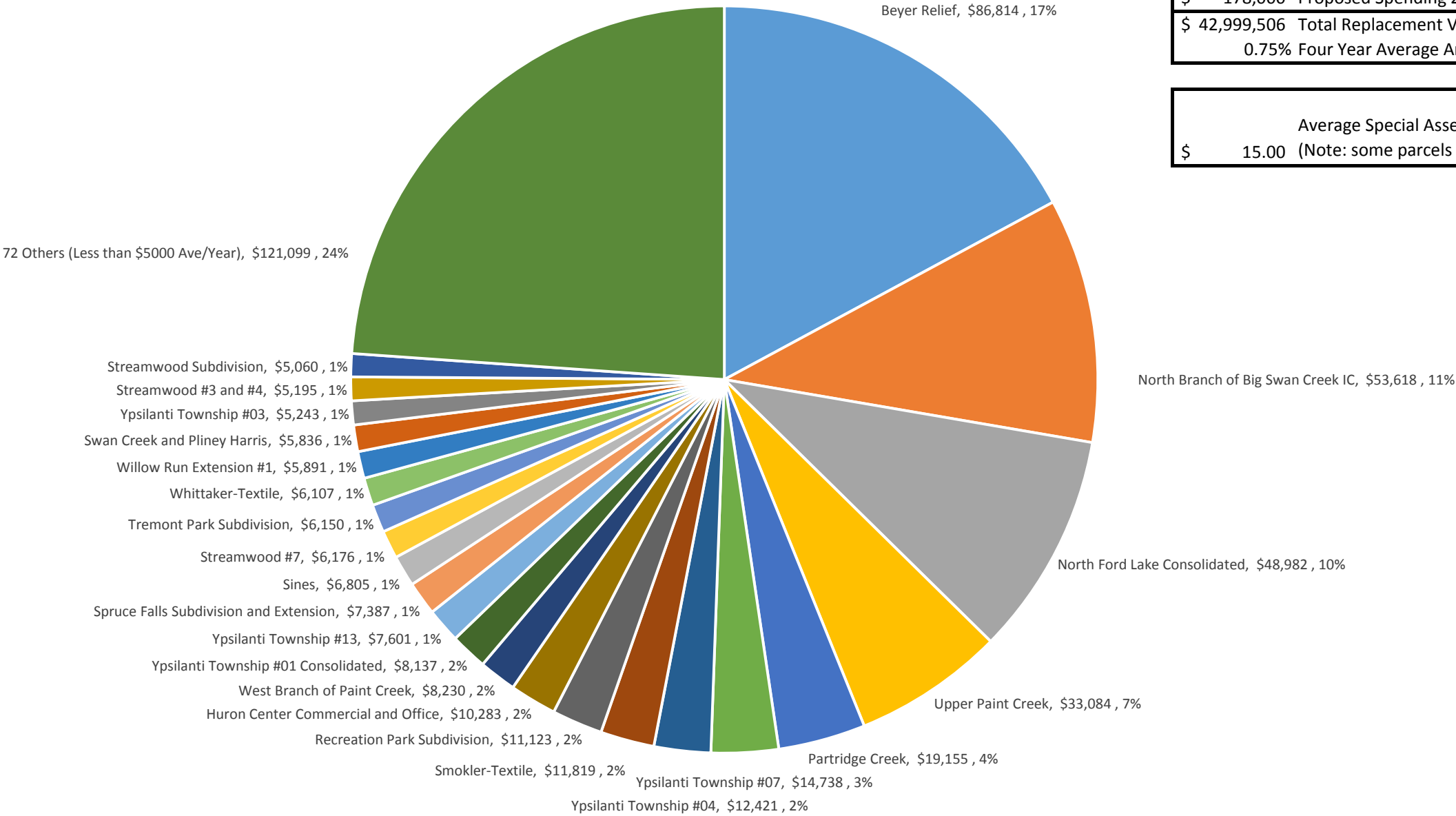
### Total Proposed Spending Per Drain



— Low  
— Moderate  
— Medium  
— Highest



YPSILANTI TOWNSHIP--DRAIN SPENDING FOUR YEAR AVERAGE  
(2015-2018)



\$	705,606	Four Year Average Spending (2015-2018)
\$	322,744	Four Year Average Spending Ypsilanti Township Only
\$	759,250	Proposed Spending 2019
\$	328,500	Proposed Spending 2019 Ypsilanti Township Only
\$	178,000	Proposed Spending 2019 Ypsilanti Township Property Owners
\$	42,999,506	Total Replacement Value, refer to page 6
	0.75%	Four Year Average Annual Ypsi Twp Spending to Total Replacement

	Average Special Assessment Per Parcel Per Drain
\$	15.00 (Note: some parcels have more than one drain special assessment per year)

**ARTICLES OF INCORPORATION  
OF THE  
WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY**

These Articles of Incorporation ("Articles") are adopted by the Constituent Members for the defined purposes set forth herein as allowed under the provisions of Act No. 179 of the Michigan Public Acts of 1947, being MCL 123.301, et. seq. ("Enabling Law"). The Effective Date of the Articles is \_\_\_\_\_, 2019 ("Effective Date").

**ARTICLE I**

**Legal Name**

The name of this Authority shall be, for all legal purposes, Washtenaw Regional Resource Management Authority ("WRRMA"), with a principal place of business at \_\_\_\_\_, County of Washtenaw, State of Michigan.

**ARTICLE II**

**Constituent Members**

The Constituent Members of WRRMA as of the Effective Date are:

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

All Constituent Members as of the Effective Date are located in the County of Washtenaw, State of Michigan.

### **ARTICLE III**

#### **Defined Purposes of WRRMA**

The purposes of WRRMA are, as of the Effective Date of these Articles, limited to the purposes set forth herein. For purposes of these Articles, "materials management" shall mean the management, including the "collection", of municipal solid waste, yard waste and recyclables.

- Coordinate the materials management activities of the Constituent Members.
- Coordinate materials management promotional materials and related outreach activities for the Constituent Members.
- Ensure clear and consistent materials management activities/opportunities for all Constituent Members.
- Ensure that there are locations and resources to provide for efficient and effective materials management capabilities for all Constituent Members.

The following shall not be an authorized purpose of WRRMA as of the Effective Date of these Articles:

- The ownership or purchase of any real property and/or any facility used, in the past or the future, for the disposal of municipal solid waste, by permit or otherwise.

### **ARTICLE IV**

#### **Powers of WRRMA**

WRRMA shall be a body corporate with the power to sue or to be sued in any Michigan Court subject to the then applicable and controlling laws on jurisdiction and venue. WRRMA shall be comprised of the physical territory situated within the boundaries of the Constituent Members. WRRMA shall possess all the powers granted

to it by these Articles, and all powers necessary to, and incidental to, carrying out the currently stated and defined purposes of WRRMA as set forth by these Articles. WRRMA shall have a corporate seal.

## **ARTICLE V**

### **Definitions**

As used herein, all words and phrases, unless specifically defined by law or MCL 123.311(12), shall have their plain meaning and shall be construed accordingly.

## **ARTICLE VI**

### **Dissolution of WRRMA**

#### **(This provision is required under MCL 123.311(11))**

WRRMA shall continue in existence until dissolved in accordance with the Enabling Law as set forth at MCL 123.311, including all definitions set forth at MCL 123.311(12).

For this Article VI, the definitions at MCL 123.311(12) shall apply as used herein and where applicable.

Unless it would cause an impairment of a WRRMA contract under MCL 123.306, WRRMA, as a “qualified authority” as defined at MCL 123.311(12)(K)), shall dissolve if the following requirements are met:

- (a) The legislative bodies of 60% of the Constituent Members each adopt a resolution stating that WRRMA is no longer effectively serving the public good for which it was created and directing that WRRMA be dissolved pursuant to MCL 123.311(6)-(9); and
- (b) The clerk (or equivalent) of each Constituent Member whose legislative body adopts a resolution under subdivision (1) above promptly files a certified copy of the resolution with WRRMA and the Secretary of State.

Within six (6) months after the requirements of MCL 123.311(6) are met, WRRMA shall establish a mechanism to manage and pay for environmental activities, if any, required under existing law and cease the activities described in Article III above. Within six (6) months of ceasing activities allowed under Article III, WRRMA shall settle its accounts, including, but not limited to, any vested or accrued employee benefits, employment contracts, collective bargaining agreements, and unemployment compensation, and, subject to MCL 123.311(2), shall sell all of its property, if any. In addition, WRRMA shall establish a mechanism for handling future environmental liabilities, if any. If the requirements of MCL 123.311(6) have been met and a new Authority is incorporated under MCL 123.311(10), WRRMA may agree to the assignment of contracts from WRRMA to the new Authority.

After the requirements of MCL 123.311(7) are met, WRRMA shall distribute to each Constituent Member that Constituent Member's fair share of WRRMA's remaining assets.

Upon distribution of WRRMA's assets under MCL 123.311(8), both of the following apply:

- (a) WRRMA is dissolved.
- (b) All liabilities of each Constituent Member and former Constituent Member of WRRMA are terminated, except for both of the following:
  - (i) Any environmental liabilities attributed to WRRMA to the extent that the environmental liabilities result from WRRMA's disposal of the Constituent Member's or former Constituent Member's fair share of municipal solid waste, recyclable materials or yard waste.
  - (ii) The Constituent Member's fair share of any obligation to reimburse WRRMA following the dissolution for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the

date of dissolution, or litigation or arbitration involving a cause of action arising before the date of dissolution, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the time the requirements of MCL 123.311(7) are met.

MCL 123.311(6)-(9) do not prevent the incorporation of a new Authority by some or all of the Constituent Members or former Constituent Members of an authority with respect to which the requirements of subsection (6) have been met.

## **ARTICLE VII**

### **Fiscal Year**

The fiscal year of WRRMA shall be January 1 – December 31.

## **ARTICLE VIII**

### **The Board**

The governing body of WRRMA shall be known as a Board of Trustees ("Board") which shall be comprised of one designated representative from each Constituent Member, who shall be appointed by the applicable governing body of such Constituent Member on or before the fifteenth day of December of each year, and shall serve during the next fiscal year and until his/her successor is appointed by the Constituent Member. The members of the Board shall serve without compensation but the Board, in its discretion, may authorize the payment of the actual expenditures of any Board member incurred in connection with the actual and approved business of WRRMA.

The Board shall, at its January meeting of each year, place on its Agenda the issue of "organization". At the January organizational meeting, the Board shall select a Chairperson, a Vice Chairperson and a Secretary, who shall otherwise be existing and designated members of the Board. Such officers shall serve until the January organizational meeting of the following year and/or until their respective successors shall

be selected. No person shall serve as Chairperson, Vice Chairperson or Secretary after he/she ceases to be a designated member of the Board.

The governing body of each Constituent Member shall, at the time of appointing its regular representative on the Board, also appoint an alternate representative who shall have the right to act in the place of the regular representative in event of the latter's absence from any meeting of the Board, but his/her authority shall be limited to the actual business conducted at such meeting whether set forth on the agenda or not. For any other purpose, the alternate shall not be considered a member of the Board. It shall not be necessary to serve any notice of meetings upon such alternates. No appointment to the Board and no selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles. Any Board member or any alternate may be removed at any time by action of the governing body of the Constituent Member which he/she represents. Any officer of WRRMA may be removed by action of the Board by a majority vote of the then Constituent Members.

## **ARTICLE IX**

### **Vacancies**

In the event of a vacancy on the Board, the governing body of the Constituent Member entitled to such representative shall promptly fill the vacancy for the unexpired term. In the event of a vacancy in any office of the Board, such vacancy shall be promptly filled by the Board for the unexpired term at the next regular meeting of the Board. In the case of the temporary absence or disability of any officer, the Board may appoint a qualified person to temporarily act in his/her stead except that, in the event of the temporary absence or disability of the Chairperson, the Vice Chairperson shall so act immediately.



## **ARTICLE X**

### **Voting Power**

Each Constituent Member shall have one vote.

## **ARTICLE XI**

### **Meetings and Voting**

All meetings of the Board shall comply with Michigan's Open Meetings Act, MCL 15.261, et. seq., including all future amendments to that statute. Meetings of the Board shall be held monthly at such times and places as shall be prescribed by resolution of the Board. Special meetings of the Board may be called by the Chairperson, or any three Constituent Members of the Board, by serving written notice of the time, place and purpose thereof, upon each member of the Board, personally, or by leaving it at his/her office, at least twenty-four hours prior to the time of such special Board meeting, or by depositing the same in a United States Post Office or mail box within the limits of WRRMA, at least seventy-two hours prior to the time of such special Board meeting, enclosed in a sealed envelope properly addressed to him/her at his/her home or office address, with postage fully prepaid thereon. Special meetings of the Board at which all Constituent Members are present shall be deemed to be valid even if no written notice thereof may have been given as above provided. Any Constituent Member of the Board may waive notice of any meeting either before or after the holding of that meeting. The presence of Constituent Members of the Board holding more than fifty percent of the total voting power of the entire Board shall be required for a quorum for all legal purposes.

The Board shall act on all matters before it by motion or resolution. For the passage of any motion or resolution, there shall be required the affirmative vote of a majority of the Constituent Members, except when a larger vote is required by law. For purposes of approving and expending money beyond normal operating costs, there shall

be an affirmative vote of at least two-thirds (rounded up if necessary) of the Constituent Members. The Board shall have the right to adopt, from time to time, rules governing its procedures which are not in conflict with the terms of any statute or of these Articles. Board procedures shall be governed by Robert's Rules of Order, as amended from time to time. The Board shall keep minutes of its proceedings, which shall be approved and signed by the Chairperson and Secretary. All votes shall be by "Yeas" and "Nays". The minutes shall show how each Constituent Member voted and the total number of votes for and against each motion, resolution or ordinance.

## **ARTICLES XII**

### **General Manager**

If necessary, and at any time, the Board shall have the right to select and appoint a General Manager. Any General Manager shall be the chief administrative officer of WRRMA and shall perform all of the purely administrative functions of WRRMA, unless otherwise expressly delegated in these Articles. All such functions shall be performed in harmony with the adopted policies and direction of the Board. Any General Manager shall serve at the will and direction of the Board.

## **ARTICLE XIII**

### **Finances**

The Board Chairperson shall be the presiding officer of the Board. Except as provided herein, he/she shall not have any executive or administrative functions. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. All monies of WRRMA shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by the Chairperson and Secretary of the Board.

## **ARTICLE XIV**

### **Annual Budget Process**

Each October of each fiscal year, the Board shall discuss and complete a proposed budget for the next fiscal year and provide a copy of the proposed budget to the governing body of each Constituent Member. Any objections to the proposed budget shall be provided to the Board by December 1 of each year. Any objections shall be addressed by the Board at the December Board meeting and prior to approving the proposed budget.

For the initial fiscal year, the contribution to the budget for each Constituent Member shall be \$5,000.00 with an equal matching contribution by the County of \$5,000.00 on behalf of each Constituent Member. The contribution in each subsequent year shall be determined by the annual budget process. Any expenditure in any fiscal year that exceeds the established contribution and is greater than \$5,000.00 for any Constituent Member shall first be approved by the governing body of the Constituent Member.

## **ARTICLE XV**

### **Activity Report**

Each October of each fiscal year, the Board shall prepare and issue to the governing board of each Constituent Member a report of WRRMA activities.

## **ARTICLE XVI**

### **Constituent Member Contracts**

WRRMA, and its Constituent Members, may, from time to time, enter into a Contract or Contracts, for services performed by WRRMA, and for payment to WRRMA, by the Constituent Members. Any such Contract shall be for a period not exceeding thirty (30) years.

## **ARTICLE XVII**

### **Third-Party Contracts**

WRRMA shall have the power to contract with any person, firm or corporation for the performance of the work to carry out a designated purpose of WRRMA.

## **ARTICLE XVIII**

### **Employment Contracts**

The Board shall have the power to secure all necessary services to carry out the lawful purposes of WRRMA, and to fix the compensation of any required employees of WRRMA, and to provide benefits for the employees as determined from time to time by the Board. No officer or employee of any Constituent Member shall receive any compensation from WRRMA except as allowed for expenditures under Article VIII above.

## **ARTICLE XIX**

### **Annual Audit**

The Board shall cause an annual audit to be made of its financial transactions by a certified public accountant, and shall furnish, in a timely manner, a copy thereof to each Constituent Member. The annual audit shall include the details of the total liabilities of WRRMA and each Constituent Member's share of the total liability as of the date of each audit.

## **ARTICLE XX**

### **Insufficient Income**

If the total funds of WRRMA during any fiscal year is not sufficient to satisfy obligations that were previously presented to and approved by the WRRMA Board, then the amount of any such deficiency shall be prorated equally among the Constituent Members. Any funds required to satisfy an obligation incurred but not subject to a prior

approval of the WRRMA Board shall be prorated equally among the Constituent Members after unanimous approval by the legislative body for each Constituent Member or, based on the facts of the expenditure, in another equitable manner unanimously approved by the legislative bodies of the Constituent Members.

## **ARTICLE XXI**

### **Withdrawal of Constituent Members**

#### **(This provision is required under MCL 123.311(11))**

For this Article XXI, the definitions at MCL 123.311(12) shall apply where applicable.

Unless its withdrawal would cause an impairment of any contract, a Constituent Member may withdraw from WRRMA if all of the following requirements are met:

- (a) The legislative body of the Constituent Member adopts a resolution stating that WRRMA is no longer effectively serving the Constituent Member's needs and declaring its decision to withdraw from WRRMA on a date specified in the resolution.
- (b) The withdrawal date specified in the resolution under subdivision (a) is not either of the following:
  - (i) Less than 60 days after the date the resolution is adopted.
  - (ii) Within 1 year before the termination date of WRRMA's most recently approved contract under MCL 123.305 unless the filings required by subdivision (c) (immediately below) are made more than 1 year before the specified withdrawal date.

- (c) The clerk of the Constituent Member promptly files a certified copy of the resolution adopted under subdivision (a) with WRRMA and the Secretary of State.

By the withdrawal date, the withdrawing Constituent Member, at its option, either shall pay to WRRMA the amount of the withdrawing Constituent Member's fair share of the negative equity of WRRMA, if any, determined as of the withdrawal date, or shall provide WRRMA with a bond or other independent, insured guarantee that any such amount will be paid not later than 30 days after the expiration date of the authority's most recently approved contract under MCL 123.305. This provision does not relieve the withdrawing Constituent Member from either of the following:

- (a) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for any environmental liabilities subsequently incurred by WRRMA, to the extent that the environmental liabilities result from WRRMA's disposal of the withdrawn former Constituent Member's municipal solid waste, recyclable materials, or yard waste.
- (b) The Constituent Member's payment of any money damages, owed on account of its or WRRMA's default under a contract under MCL 123.306 if the default and damages result directly and solely from the Constituent Member's withdrawal and are necessary to prevent an impairment of the contract. If 2 or more Constituent Members withdraw, they are jointly liable for damages under this provision.
- (c) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the date of withdrawal, or litigation or arbitration

involving a cause of action arising before the date of withdrawal, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the date of withdrawal.

At the option of WRRMA, by the withdrawal date, WRRMA shall pay to the withdrawing Constituent Member its fair share of the equity of WRRMA, determined as of the withdrawal date, or shall provide the withdrawing Constituent Member with a bond or other independent, insured guarantee that such amount will be paid no later than 30 days after the expiration date of WRRMA's most recently approved contract under MCL 123.305. If WRRMA elects to provide such a bond or other guarantee, the withdrawn former Constituent Member may direct the bonding company or guarantor at any time thereafter to pay from the bond or other guarantee any obligation or liability owed to WRRMA by the withdrawn former Constituent Member, including, but not limited to, an obligation described in MCL 123.311(4) (a) or (b).

## **ARTICLE XXII**

### **Publication of Articles**

These Articles shall be published once in a newspaper circulating within the WRRMA Constituent Member communities. One printed copy of such Articles of Incorporation, certified as a true copy thereof, with the date and place of publication, shall be filed with the Secretary of State and the Clerk of the County of Washtenaw, within thirty (30) days after execution has been completed.

## **ARTICLE XXIII**

### **Amendment of Articles**

All Amendments to these Articles require a positive vote of the legislative body of each Constituent Member and a unanimous vote of the Board. Any amendment to these Articles shall be endorsed, published and certified printed copies filed in the same

manner as the original Articles, except that the filed printed copies shall be certified by the recording officer of the Authority.

#### **ARTICLE XXIV**

##### **New Members**

A municipality may become a Constituent Member of WRRMA by a positive vote of that municipality's legislative body and by an Amendment of these Articles consistent with the procedure set forth in Article XXIII above.

#### **SIGNATURES**

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**Signatures are attached and incorporated herein.**



(FOR A CITY)

\_\_\_\_\_

The foregoing Articles of Incorporation were adopted by the \_\_\_\_\_  
of \_\_\_\_\_, Washtenaw County, Michigan, at a public  
meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019 of said  
\_\_\_\_\_ Clerk of said \_\_\_\_\_.

\_\_\_\_\_  
Mayor of \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk of \_\_\_\_\_  
Dated: \_\_\_\_\_

(FOR A TOWNSHIP)

\_\_\_\_\_

The foregoing Articles of Incorporation were adopted by the \_\_\_\_\_  
of \_\_\_\_\_, Washtenaw County, Michigan, at a public  
meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019 of said  
\_\_\_\_\_ Clerk of said \_\_\_\_\_.

\_\_\_\_\_  
Supervisor of \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk of \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOINT GARBAGE AND RUBBISH DISPOSAL (EXCERPT)**  
**Act 179 of 1947**

**123.301 Garbage and rubbish disposal and dog pound authority; incorporation by municipality.**

Sec. 1. Any 2 or more cities, villages or townships, hereinafter referred to as "municipalities", or any combination thereof, may incorporate an authority for the purpose of the collection or disposal, or both, of garbage or rubbish, or both, and for the establishment and operation of a dog pound, by the adoption of articles of incorporation, by the legislative body of each such municipality. The fact of such adoption shall be endorsed on such articles of incorporation by the mayor and clerk of the city, the president and clerk of the village, or the supervisor and clerk of the township, as the case may be, in form substantially as follows:

"The foregoing articles of incorporation were adopted by the ..... of the ..... of ..... county, Michigan, at a meeting duly held on the ..... day of ....., 19.... of said ..... Clerk of said ....."

The authority shall be comprised of the territory within such incorporating municipalities. The articles of incorporation shall be published at least once in a newspaper designated in said articles and circulating within the authority. One printed copy of such articles of incorporation certified as a true copy by the person or persons designated therefor, with the date and place of such publication, shall be filed with each the secretary of state and the clerk of the county within which such authority or the major portion thereof is located. Such authority shall become effective at the time provided in said articles of incorporation. The validity of such incorporation shall be conclusively presumed unless questioned in a court of competent jurisdiction within 60 days after the filing of such certified copies with the secretary of state and the county clerk.

**History:** 1947, Act 179, Eff. Oct. 11, 1947;—CL 1948, 123.301;—Am. 1955, Act 92, Imd. Eff. June 2, 1955.

# AUTHORITY FAQ

1/18/2019

## **What is an Authority?**

The Authority is a legally recognized entity, formed by agreement of two or more municipalities to manage and operate solid waste management programs. The enabling legislation was created long ago for trash collection and disposal. The most common and current Authority purposes focus on recycling and landfill diversion. The proposed Washtenaw Regional Resource Management Authority (WRRMA) plans to follow that trend by focusing on landfill diversion and moving towards zero waste.

## **Who has been involved in the process?**

Representatives from Ann Arbor Township, the City of Ann Arbor, the City of Dexter, Pittsfield Charter Township, the City of Saline, the Township of Scio, the City of Ypsilanti, and the Charter Township of Ypsilanti have been engaged in drafting the Articles of Incorporation.

## **How did this process start?**

The process grew out of regional stakeholder meetings where members expressed desire for greater regional recycling collaboration. Representatives from eight communities (above) have met monthly from May-November to discuss the goals, objectives, and benefits of forming an Authority.

## **What is the vision for the Authority?**

The Authority's members create the vision. The stakeholders have expressed a strong desire to increase the quantity and quality of the recycling stream first, with a desire to move closer to zero waste over the long-term.

First steps will include tracking materials to create a baseline for comparison, inserting language into contracts to allow for collective contracting (discussed below), and improving the quality and quantity of recycling streams through education and outreach. There is consensus among members to create additional drop-off stations where members could bring recycling, and potentially household hazardous waste, tires, electronics, etc. After recycling streams have been improved, the Authority hopes to attract a private partnership for the development and operation of a MRF (Materials Recovery Facility).

## **What are the benefits of an Authority?**

Authorities may take advantage of economies of scale to improve and increase service levels, lower costs, or both. There are more than a dozen such authorities in Michigan, including WWRA (Western Washtenaw Recycling Authority), MMWA (Mid-Michigan Waste Authority), SOCRRA (South Oakland County Resource Recovery Authority), and RRRASOC (Resource Recovery and Recycling Authority of Southwest Oakland County). An authority can stretch dollars by eliminating duplication of educational efforts while providing a consistent message to authority residents. By collaborating and eventually aggregating the recycling streams of Authority members, it sends a signal to private industry that the region is serious about waste diversion. In formation meetings, stakeholders agreed to start with metrics and recycling education, then move towards expanding locations for collection and processing (attracting private industry for a MRF).

## **Why is solid waste or materials management included in the purview of the Authority?**

The Authority members have chosen to have the ability to manage multiple materials in order to decrease the amount being landfilled and take advantage of potential costs savings.

Solid waste and materials management are broad terms. If the Authority is going to increase diversion through recycling from single-family residential homes, removing the recycling from the trash is a logical

# AUTHORITY FAQ

1/18/2019

starting place. In order to create quality metrics, the Authority should have the ability to manage all aspects of the waste stream. Additionally, by collaboratively contracting trash hauling, Authority members can opt-in to a collective bid process. By collectively bidding, there are opportunities for cost savings. By enabling optimized routes and increasing purchase power, authorities can typically achieve decreased carbon emissions and reduced hauling costs.

## **How does the collaborative contracting process work?**

Please see the attached contracting sheet for a flow chart explaining the process.

## **What does it take to withdraw or leave the Authority?**

The withdrawing member must meet certain requirements stipulated by the Act. An Authority member will need to adopt and file a resolution from their board with certain language and within specified timeframes. Members cannot leave within 60 days of the resolution being passed or within 1 year of the end date on the most recently signed contract. For example, if the Authority's most recent contract lasts 5 years, a member could leave between years 0-4. Members who withdraw could become a customer of the authority (see "Who can be a Member" below).

## **What is the financial commitment?**

Members' financial commitment to the Authority are governed by its Articles of Incorporation. In short, however, they may incur liability to the Authority by contracting with it. They may also incur liability based on activities the Authority undertakes while they're a member, many of which are activities members are already undertaking on their own (e.g., education, collecting metrics, and contracting for hauling waste).

## **What support is Washtenaw County providing?**

Washtenaw County has provided staff support and funding through a SEMCOG grant to facilitate the authority formation process. During the first year, stakeholders have expressed a strong desire to work on education to increase the quality and quantity of the recycling streams, as well as develop metrics for tracking material volumes. During the first year, small contributions (\$5,000 per community for 2019) will be pooled to create educational materials and create outreach activities. The Washtenaw County Board of Public Works has approved a match of the initial contribution and anticipates supporting future activities commensurate with anticipated impact. Washtenaw County has expressed a willingness to help fund capital improvements and starter capital in the near-term, but not operational capital.

## **How will municipalities pay for the services of an Authority?**

The Authority is being created under PA 179. Unlike other acts that can form an authority, PA 179 has no taxing authority. It will be funded by revenues from contracts it enters, funds provided by its members, and start-up support from the County. Any costs that Authority Members vote on and approve will be under the control of each individual member for how to pay their share of expenditures.

## **How do the finances work?**

In the initial year, each member will contribute \$5,000, which will support administration and initial projects. The County will match the initial contribution up to \$5,000 for each member. Contributions in future years will be determined through the annual budget and reflect the scope of the Authority's undertakings. The Authority will create a budget each October send it to their respective governing bodies for objections. Objections received by Dec 1<sup>st</sup> will be addressed in the Authority's December

# AUTHORITY FAQ

1/18/2019

meeting, prior to approval of the budget. A brief annual report will accompany the proposed budget in October.

Single expenditures greater than \$5,000 for any member require approval of the respective member's governing body.

## **What does it take to amend the articles?**

It will take approval from **every** Authority board member and their respective board or council to amend the articles.

## **How does the voting structure work?**

Each member gets one vote. A simple majority may take routine actions. However, an at least 2/3<sup>rd</sup>s (rounded up if 2/3<sup>rd</sup>s isn't met) vote is required for monetary expenditures beyond routine operating costs.

## **Who can be a member of the Authority?**

Municipalities (cities, villages, and townships) can choose to be initial Constituent Members of the Authority. After the Authority is established, additional municipalities can request to become a member, but the Authority will need to decide whether or not to accept any new members. Adding a member requires amending the articles, which will require approval from every Authority member's respective legislative body. New members will also have to pay for their share of equity to "catch up." In the beginning, these costs will be minimal, if existent. Long term, these costs become prohibitively expensive, and new members are more likely to be "customers" of the Authority, for which they pay a premium relative to members of the Authority.

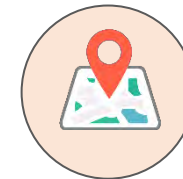
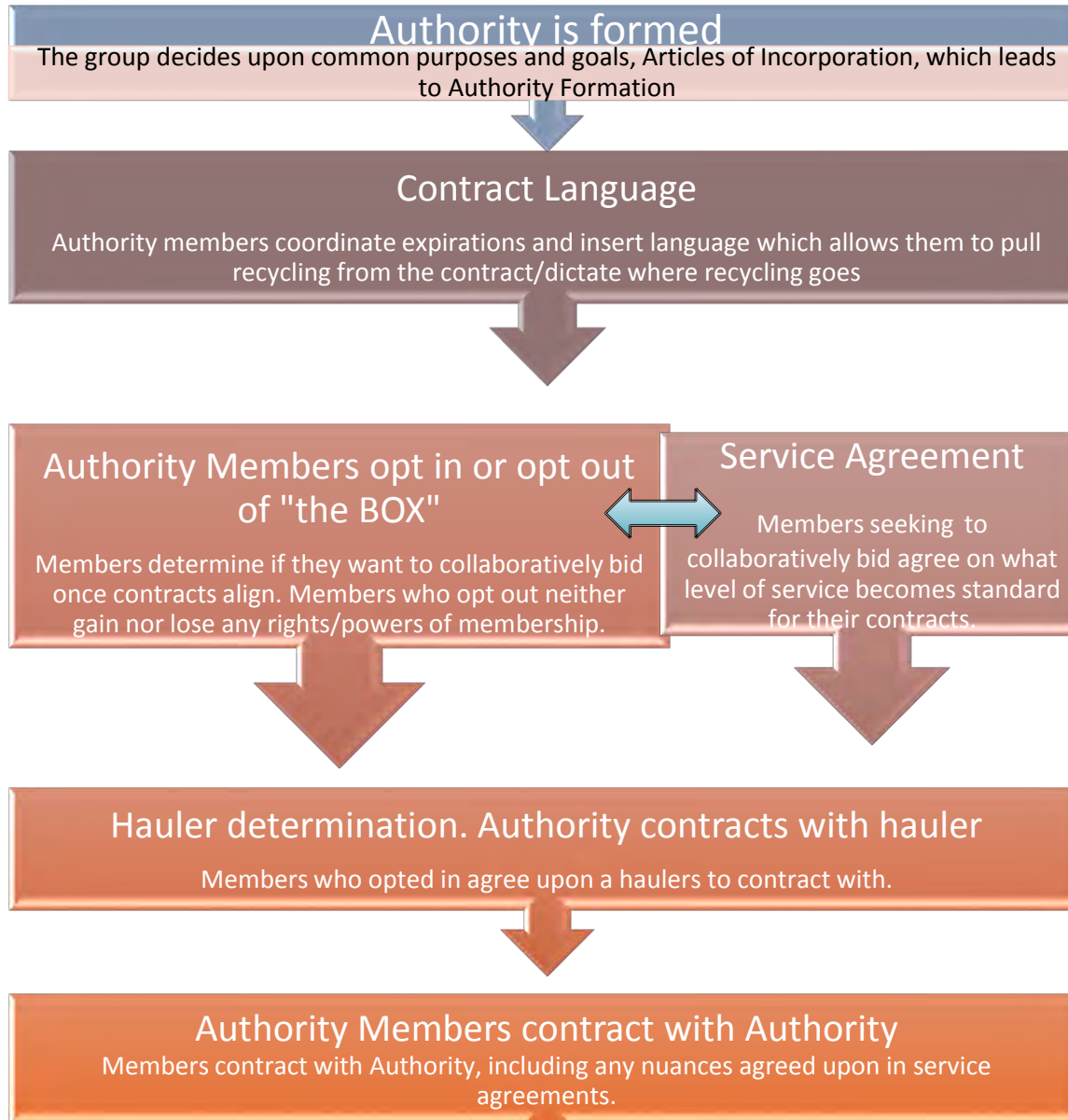
The law stipulates that municipalities can be members. Washtenaw County and universities are not allowed to be members of the authority. They may be customers of the Authority, contract with the Authority, and contribute to/benefit from the activities of the Authority, but they are not allowed to be a member and therefore have no voting power.

## **How does WWRA factor into this effort?**

Authority members have expressed a desire to work collaboratively with WWRA after forming.

# Collaborative Contracting Process (For Example Purposes)

For WRRMA



# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD  
MEETING AGENDA



# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE  
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •  
JIMMIE WILSON, JR.

## **REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 5, 2019**

**7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
  - A. MINUTES OF THE JANUARY 15, 2019 WORK SESSION AND JANUARY 30, 2019 SPECIAL MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR FEBRUARY 5, 2019 IN THE AMOUNT OF \$1,234,876.99
5. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **OLD BUSINESS**

1. REQUEST OF TRUSTEE MONICA ROSS WILLIAMS TO RESCIND LOCAL GOVERNMENT APPROVAL OF A SMALL WINEMAKERS LICENSE AND AN ON PREMISE TASTING PERMIT FOR PATRICK ECKLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE RD.

### **NEW BUSINESS**

1. REQUEST TO APPROVE CHANGE ORDER WITH MOLNAR ROOFING FOR THE CIVIC CENTER ROOF IN THE AMOUNT OF \$48,636.50 TO BE BUDGETED IN LINE ITEM #101-970-000-975-141
2. 1<sup>ST</sup> READING OF PROPOSED ORDINANCE 2019-484, AN ORDINANCE PROHIBITING RECREATIONAL MARIJUANA ESTABLISHMENTS WITHIN YPSILANTI TOWNSHIP AS PROVIDED BY THE RECREATIONAL MARIJUANA BALLOT INITIATIVE 1 OF 2018
3. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR IMPROVEMENTS TO FOLEY AVE.
4. REQUEST TO APPROVE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN YPSILANTI TOWNSHIP, YPSILANTI COMMUNITY UTILITY AUTHORITY, TRENCHLESS SOLUTIONS INC. AND JA UTILITIES, LLC

5. REQUEST TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH BARR ENGINEERING TO ASSIST HYDRO OPERATIONS IN COMPLETING THE FIVE YEAR EMERGENCY ACTION PLAN FUNCTIONAL EXERCISE AND REPORT AS REQUIRED BY THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) IN THE AMOUNT OF \$26,000.00 BUDGETED IN LINE ITEM #252-252-000-801-000
6. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR YEARS 2019 AND 2020 IN THE AMOUNT OF \$3,000.00 PER YEAR BUDGETED IN LINE ITEM #101-956-000-801-000
7. REQUEST TO APPROVE AGREEMENT WITH ISSUE MEDIA GROUP FOR ON THE GROUND PROGRAM 2019 IN THE AMOUNT OF \$12,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000
8. REQUEST TO APPROVE RETAINER AGREEMENT WITH GOVERNMENTAL CONSULTANT SERVICES FOR YEARS 2019, 2020, AND 2021 BUDGETED IN LINE ITEM #101-101-000-801-000
9. REQUEST TO ACCEPT A DONATION OF A BIKE STAND FROM FRIENDS OF THE BORDER TO BORDER TRAIL TO BE LOCATED AT LOONFEATHER PARK
10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 8734 LILLY DR. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
11. 2019 CONTRACTS AND RENEWALS
12. BUDGET AMENDMENT #2

**OTHER BUSINESS**

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF WORK SESSION  
JANUARY 15, 2019**

Supervisor Stumbo called the meeting to order at approximately 5:03 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor: Brenda L. Stumbo, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe and Monica Ross-Williams

**Members Absent:** Trustee Jimmy Wilson, Jr. arrived at 5:05 p.m.  
Clerk Lovejoy Roe arrived at 5:18 p.m.

**Legal Counsel:** Wm. Douglas Winters

**1. TOWNSHIP PARKS AND RECREATION MASTER PLAN  
PRESENTATION..... MEGAN MASSON-MINOCK  
AND CHRIS NORDSTROM**

Megan Masson-Minock, introduced herself and Chris Nordstrom, from Carlisle Wortman. She stated they would go over the Public Hearing presentation for the Township Parks and Recreation Master Plan, part of Ypsilanti Township 2040, a community based vision and updating the policies to implement that vision. She explained one of the purposes for updating the Master Plan was to qualify for grants on a state and federal level, which had deadlines for applying.

Chris Nordstrom, Landscape Architect from Carlisle Wortman stated he had been working on this plan with a steering committee made up mainly of Park Commission members and staff. He stated there were two main reasons for updating the Master Plan, first it would dictate how Parks and Recreation operated for the next five years and secondly would qualify for funding through the Michigan Department of Natural Resources. He explained there were three primary grant opportunities, the first being the Michigan Department of Natural Resources Trust Fund, which could get up to \$300,000.00 with a 25% match and would be unlimited if used for acquisition purposes. He said the second was Michigan Recreation

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
**PAGE 2**

Passport which was funded through the State of Michigan Driver License renewal program for \$150,000.00 with a 25% match, as well. He continued the third was the Land and Water Conservation Fund, a federal fund which status of funding questionable for this year, for \$300,000.00 with a 50% match required.

Chris Nordstrom stated work on this had begun in May of 2018 and reviewed meetings that had led to this draft for the Master Plan. He said communities typically adopted the plan after a public hearing, which was required by law. He stated it would have to be adopted and uploaded to the MDR website by Feb. 1 in order to be eligible for funding on April 1.

Supervisor Stumbo asked if we knew which plan we wanted to apply for funding and Mr. Nordstrom stated we did not know at this time, however he recommended the process be started today if any funding was going to be considered.

Trustee Ross-Williams asked for any insight he might have from communities that had won grant funding.

Mr. Nordstrom briefly reviewed some projects that had received DNR funding. He stated there were certain components that you had no control over, such as median income, but they liked to see connectivity and improving connectivity went even farther in gaining favor. He said regional and statewide trails were getting the highest score and any project that was part of the Iron Belt Trail got funded.

Mr. Nordstrom reviewed statistics from Survey Monkey which reflected that people were very happy with our parks in the Township, for the most part and they served a vital purpose for our community. Mr. Nordstrom stated he agreed with the survey and stated the Cobalt Survey also presented a picture of around 70% favorability. He reported the Survey Monkey was not a statistically valid survey whereas the Cobalt Survey was.

Trustee Jarrell Roe asked which survey had been used for the presentation. Mr. Nordstrom briefly explained the numbers primarily came from the Survey Monkey and stated there were 113 people that had responded, which was an average

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
**PAGE 3**

response from communities our size and since it has been combined with Cobalt Survey, the Open House and the Design Workshop he felt confident the response was a good representation. He explained the previous survey that had gone out with the tax bill had around 500 respondents and the difference between the two was it included the overall Master Plan rather than just Parks and Recreation.

Discussion followed on how well people actually knew where all the parks were and their condition.

Trustee Ross-Williams asked which park was in a certain slide. Chris Nordstrom identified it as Pine Park and in his opinion there was no reason to have playground equipment there, but felt something more creative, such as some type of storm water retention or gazebo with a community garden would make it stand out a little more. He stated it would be best to work with neighboring residents to find out better solutions for the smaller parks.

Chris Nordstrom stated maintaining existing parks was a recurrent theme at all the meetings, with protecting natural resources and having access to trails were close behind. He felt the primary focus for the next five years should be maintaining and upgrading the existing equipment and restrooms.

Trustee Ross-Williams asked what other communities practices were regarding keeping restrooms open without vandalism issues. Mr. Nordstrom agreed it was a challenge and stated having eyes on the park was one deterrent but there was no good answer when there was a limited staff. Discussion was had regarding port-a-johns and Mr. Nordstrom agreed that might be a possible solution. He suggested the smaller neighborhood parks might not necessarily need restrooms, but it was important for the larger community parks to have something more permanent.

Trustee Jarrell Roe voiced her struggle with making decisions based on a few people possibly vandalizing and prohibiting the rest of the peoples access to restroom facilities. Mr. Nordstrom stated, he was playing devil's advocate by stating that those one or two people cost a lot of money.



**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
**PAGE 4**

Mr. Nordstrom reported there was little interest in programming and the problem seemed to be the hours that programming was available. He said the senior population was served quite well. He suggested the Park Commission could do more marketing by listening to people's interests and making hours more conducive would get others involved. Supervisor Stumbo asked if the size of the Community Center was a problem. Mr. Nordstrom reported there was concern regarding the Community Center as it is right now, as it was out dated and did not accommodate some of the things people would like to see. He reported there was a push for a new center. He reported the location of the current center limited residents south of Ford Lake, there was no pool, no large gym and did not have the type of meeting rooms that people wanted. He suggested partnership with other recreation providers could go a long way and reported one in Southgate that had partnered with YMCA which was spectacular.

Chris Nordstrom reported he was currently working on a non-motorized plan with much more detail than possible in this Recreation Plan that would come back to be Board at a later date. He reported the results of the survey showed a community that was very active and liked to walk, run, hike and bike and 82% of those that responded wanted trails to expand. He stated he was surprised since the Township is right on the Huron River, that there was no response regarding kayaking or canoeing but he couldn't tell from the data if they didn't like it or the fact there was no access.

Chris Nordstrom addressed the big ticket items. He reported people liked dog parks and even though the numbers were not overwhelming in the survey, people had talked about it at every meeting. He said the logical location would be at a community park rather than a neighborhood park because of parking. He said the next subject was a Splash Pad, which would be a big expense, \$200,000.00 minimum with ongoing expenses. Mr. Nordstrom said the next big ticket item was a new community center and gym. He reported 93% of those surveyed said they would support a millage for the acquisition, development and maintenance of Ypsilanti Township Parks. He stated over the next five years the Board and Park Commission may want to consider if a millage is a way to guarantee you have a continued level of financial support for your parks for maintenance, sufficient staffing and development of equipment as needed.

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
**PAGE 5**

Trustee Jarrell Roe asked if the millage information came from both surveys. Mr. Nordstrom stated it came from the Survey Monkey. She asked how many people were involved in the Cobalt Survey and Megan Masson-Minnock responded there were 520 respondents.

Trustee Ross Williams asked if it would be a good idea to partner with Washtenaw County in regard to a dog park. Mr. Nordstrom stated it would always be best to partner with Washtenaw County Parks because the level of funding would be far better than any individual community could obtain on their own, but there was always a risk that they might have too many projects. He stated it would be critical to have that partnership when applying for the grant.

Trustee Ross-Williams asked if Mr. Nordstrom had any history to draw from regarding smaller splash pads being able to service the needs of the community. Mr. Nordstrom stated he felt if a smaller splash pad was installed it would be overwhelmed and referred to Brownstown had put one in and had to resort to a residents only policy, as well as charging for its use because the lines were so long. He said other communities had put in a fountain type that doubled as a visual joy as well as something for children to play in on a hot summer day. He felt that a single smaller pad would not be able to serve the community since there was so much pent up demand, but maybe a couple, possibly one at LoonFeather and one at Ford Heritage in order to serve the community that was divided by Ford Lake.

Clerk Lovejoy Roe asked if the survey had included any questions regarding funding for a splash pad and Mr. Nordstrom answered that had not been included in the survey.

Supervisor Stumbo asked if the survey was taken before new millages were voted in, and the timeframe was from between September to October, a little before the new millages were implemented.

Supervisor Stumbo stated it was important to include things we would like to have funding for in the Master Plan. Supervisor Stumbo listed the priorities for the Master Plan as being maintenance, paths and trails, dog park and splashpad. She

**CHARTER TOWNSHIP OF YPSILANTI**  
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**PAGE 6**

asked if she was correct in the fact that trails and paths were a priority and Mr. Nordstrom agreed.

Supervisor Stumbo reported 5 new playscapes had been updated in 2018.

Chris Nordstrom stated there was a lot to consider regarding maintenance of trails and used the example of the North Bay Park & Boardwalk, which was a wonderful trail but was in needed work to keep up to safe levels. He stated the Board would need to work actively with the Park Commission regarding maintenance, including making a decision of what materials to use for preventative maintenance.

Supervisor Stumbo asked if preservation of farmland for educational purposes could be included in the plan. Discussion followed regarding a joint effort with the County or a non-profit for the purpose of land conservancy for such an endeavor rather than actually acquiring additional farmland for the purpose of a park.

Trustee Ross-Williams commented the previous Park Commission had prioritized the needs in the last plan and she suggested updating that information to show what had been accomplished, what still needed to be done and use this to plan for the future.

Mr. Nordstrom explained he had used the terms long-term, mid-term and short-term and had tried to incorporate the findings from the previous plan. He stated there were a lot of options available to apply for funding.

Mr. Nordstrom stated the most controversial proposal in the plan was for Sugarbrook Park. He stated several people were concerned about crime in that area and the primary reason was because of the configuration of the park. He discussed some of the suggested remedies, settling on installation of security cameras and lighting. Discussion followed on a plan to divest part of the park and extend Heather Ridge and make that area available for single housing and then move the existing equipment and upgrade the existing basketball court. More discussion followed for a park on the Kettering school property which was currently under the jurisdiction of Ypsilanti Schools, but then the question follows on what to do with Sugarbrook Park, which it was agreed would be a neighborhood

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
**PAGE 7**

consideration. Mr. Nordstrom stated his main reason for the residential addition was because of the crime, not necessarily to generate income. Supervisor Stumbo voiced her opposition.

Clerk Lovejoy Roe asked if there was a shortage of ball fields and if that field could be updated for use by the Little League. Mr. Nordstrom stated he wasn't sure if the field was regulation and parking would then be an issue. She suggested adding play structures for different age groups. She said the Township should have neighborhood driven remedies for each of the parks.

Trustee Ross-Williams stated if Heather Ridge was extended into Sugarbook Park, she saw that as having more eyes on the park which would be solution to some of the safety concerns.

Supervisor Stumbo stated a lot of small changes needed to be made to the Administrative Structure. Mr. Nordstrom stated he had already made those changes. Supervisor Stumbo pointed out some changes that needed to be made regarding Budget and Funding.

Clerk Lovejoy Roe asked if it were possible to approve the Resolution with the changes as outlined tonight and allow additional items to be included that are received by the deadline. Mr. Nordstrom said if he had the changes by the Special Board Meeting on January 29<sup>th</sup> he could add them to the Resolution.

Trustee Jarrell Roe commented that she would like to see the parks opened all year long to promote wellness.

Supervisor Stumbo stated she would like to have another meeting. Mr. Nordstrom stated it would be helpful if comments could be sent to him so he could outline the changes by January 29<sup>th</sup>.

Trustee Ross-Williams stated she would be the one to accept the comments and suggested it was important to get this done quickly in order to be able to apply for funding by February 1.

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
**PAGE 8**

Trustee Jarrell Roe asked for clarification on the process of sending comments.

Mr. Nordstrom asked for comments to be sent to himself, Megan or Trustee Ross-Williams by Jan. 21. and then approval could be done at the Special Meeting on Jan. 29.

Trustee Eldridge stated if this was a fluid document, that once approved changes could still be made, that instead of making last minute changes we could certainly do that after Feb. 1.

Mr. Nordstrom stated he was willing to make the changes so you don't have to do an addendum later and frankly, he wanted to make sure everyone has read and agreed with the changes.

Megan Masson-Minock stated that it would be best to email any changes to Chris, and if conflicting, he would email the Board and when everything was agreed, the update could be done by Friday, January 18. She stated that this would give everyone a chance to review before the Special Meeting on Jan. 29.

**2. COMPENSATION COMMITTEE REVIEW.....**  
**.....TRUSTEE ROSS-WILLIAMS**

Trustee Ross-Williams stated there had been a lot of questions regarding compensation stipends so she researched other communities and MTA (Michigan Township Association) which all agreed the best practice was to have a Compensation Committee. She explained a compensation committee was basically made up of a quorum of residents, appointed by the Board to do due diligence to see if any salaries needed to be increased or if the salaries or stipends are at par. She provided examples of times different communities met. She stated she it was not necessarily a paid position and didn't mean the Board had to adopt their determinations. She stated their meetings could be accessed by FOIA.

Trustee Jarrell Roe asked if some committees could have board members. Trustee Ross-Williams said they could, as long as they weren't the majority. Trustee Jarrell

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF JANUARY 15, 2019 WORK SESSION**  
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Roe then asked what would happen, since they met so infrequently, when someone who was appointed moved. Trustee Ross-Williams said the Board could define their own policy and expand the scope to reviewing salaries across the board.

Clerk Lovejoy Roe said a tool was on MTA website to be able to compare salaries.

Arloa Kaiser asked if this wasn't part of the responsibility of the Board we elected.

Trustee Eldridge thanked Trustee Ross-Williams for her work. He stated however this was duplicating a service the Board already did and since nothing has been improper and this was working, he questioned the need for such a committee.

Trustee Ross-Williams stated these were uncomfortable discussions for the Board and this committee did not have to be paid and their only responsibility was to only recommend, after doing research to confirm or deny if any increases are warranted.

Clerk Lovejoy Roe again stated this data could be accessed after setting the perimeters again according to taxable value or population.

Trustee Wilson said he was okay with the committee or role of past practice, whichever the Board chose.

Arloa Kaiser stated the Board was elected by the people, for the people they should have known when elected there was a lot of time involved and they would have to deal with the good, the bad and the ugly and she felt this Board should be capable to do so.

Supervisor Stumbo stated they had always just gone with the 3% dictated by the Union increase so she felt Trustee Ross-Williams had a good idea to look at the data.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF JANUARY 15, 2019 WORK SESSION  
PAGE 10**

**3. AGENDA REVIEW.....SUPERVISOR STUMBO**

No Discussion

**4. OTHER DISCUSSION.....BOARD  
MEMBERS**

No Discussion

**The Work Session adjourned 6:53 p.m.**

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE WEDNESDAY, JANUARY 30, 2019 SPECIAL MEETING**

Supervisor Stumbo called the meeting to order at approximately 3:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Stan Eldridge,

**Members Absent:** Trustees Jimmie Wilson, Jr., Heather Jarrell Roe and Monica Ross-Williams

**Legal Counsel:** Wm. Douglas Winters

**1. RESOLUTION 2019-02, Adoption of the 2019-2023 Ypsilanti Charter Township Parks and Recreation Master Plan**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2019-02, Adoption of the 2019-2023 Ypsilanti Charter Township Parks and Recreation Master Plan.

The Motion Carried Unanimously.

**2. Request To Approve the January 15, 2019 Regular Meeting Minutes**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the January 15, 2019 Regular Meeting Minutes.

Supervisor Stumbo requested the minutes be typed verbatim for New Business Item #1. She also said that Treasurer Doe had requested the minutes be typed verbatim for this item. Clerk Lovejoy Roe said he had not made this request to her. Treasurer Doe said he had requested Deputy Clerk, Lisa Stanfield to have this section typed verbatim. Clerk Lovejoy Roe stated the recordings are now available where you can hear the meetings without the need to type them verbatim.

The Motion Carried Unanimously.

**3. Request To Accept the Resignation of Stuart M. Collis from the Ypsilanti Township Park Commission effective January 22, 2019**

A motion was made by Treasurer Doe and supported by Trustee Eldridge to Accept the Resignation of Stuart M. Collis from the Ypsilanti Township Park Commission effective January 22, 2019.

The Motion Carried Unanimously.

The meeting adjourned at approximately 3:34 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
*Trustees*  
**STAN ELDRIDGE**  
**HEATHER ROE**  
**MONICA ROSS-WILLIAMS**  
**JIMMIE WILSON**



**ACCOUNTING DEPT**

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

*Charter Township of Ypsilanti*

## STATEMENTS AND CHECKS

*FEBRUARY 5, 2019 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	978,940.74
HAND CHECKS -	\$	255,936.25
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	<b>1,234,876.99</b>

02/01/2019 02:19 PM  
User: mharris  
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1  
CHECK NUMBERS 181014 - 181052

Check Date	Check	Vendor Name	Amount
Bank AP AP			
01/09/2019	181014	PRIORITY ONE EMERGENCY	201.99
01/09/2019	181015	HABITAT FOR HUMANITY - HURON VALLEY	20,000.00
01/09/2019	181016	CONGDON'S	24.16
01/09/2019	181017	KAREN LOVEJOY ROE	73.90
01/10/2019	181018	UNITED STATES POST OFFICE	10,000.00 V
01/14/2019	181019	COMCAST CABLE	6,283.97
01/16/2019	181020	VALERIE BASS	127.50
01/17/2019	181021	ALLEGRA PRINTING AND IMAGING	3,215.34 V
01/17/2019	181022	UNITED STATES POST OFFICE	3,215.34
01/17/2019	181023	CONSTELLATION NEW ENERGY	10,329.05
01/22/2019	181024	COMCAST CABLE	146.85
01/22/2019	181025	COMCAST CABLE	106.85
01/22/2019	181026	COMCAST CABLE	234.85
01/22/2019	181027	COMCAST CABLE	141.85
01/22/2019	181028	COMCAST CABLE	106.85
01/22/2019	181029	COMCAST CABLE	118.70
01/22/2019	181030	GUARDIAN ALARM	171.27
01/22/2019	181031	UNITED STATES POSTAL SERVICE	10,000.00
01/22/2019	181032	WASTE MANAGEMENT	500.00
01/22/2019	181033	WASTE MANAGEMENT	719.74
01/22/2019	181034	WASTE MANAGEMENT	242.61
01/22/2019	181035	WASTE MANAGEMENT	616.83
01/22/2019	181036	WASTE MANAGEMENT	40,683.69
01/22/2019	181037	WASTE MANAGEMENT	30,658.77
01/22/2019	181038	WASTE MANAGEMENT	116,964.61
01/22/2019	181039	WEX BANK	818.49
01/22/2019	181040	WINDSTREAM	434.70
01/22/2019	181041	YPSILANTI COMMUNITY	71.90
01/22/2019	181042	DTE ENERGY - INVESTMENT REC	957.50
01/23/2019	181043	PREMIER SAFETY & SERVICE	2,387.95
01/25/2019	181044	CLEAR RATE COMMUNICATIONS, INC	858.37
01/25/2019	181045	COMCAST BUSINESS	1,239.00
01/25/2019	181046	COMCAST CABLE	333.85
01/25/2019	181047	COMCAST CABLE	224.90
01/25/2019	181048	COMCAST CABLE	116.85
01/25/2019	181049	COMCAST CABLE	126.37
01/25/2019	181050	UNEMPLOYMENT INSURANCE AGENCY	2,818.00
01/25/2019	181051	VERIZON WIRELESS	2,585.58
01/25/2019	181052	WASTE MANAGEMENT	1,293.41

AP TOTALS:

Total of 39 Checks:	269,151.59
Less 2 Void Checks:	13,215.34
Total of 37 Disbursements:	255,936.25

User: mharris

CHECK NUMBERS 181078 - 181190

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/05/2019	181078	AARON SIEGFRIED	607.50
02/05/2019	181079	ACCUSHRED LLC	65.00
02/05/2019	181080	AL WALTERS HEATING AND COOLING	460.00
02/05/2019	181081	AMAZON CAPITAL SERVICES	1,822.32
02/05/2019	181082	AMERIGAS - YPSILANTI	1,062.71
02/05/2019	181083	ANN ARBOR WELDING SUPPLY CO	331.56
02/05/2019	181084	ARBOR VACUUM & SMALL APPLIANCE	24.95
02/05/2019	181085	AUTO VALUE YPSILANTI	71.61
02/05/2019	181086	BACK TO NATURE LAWN CARE	1,016.52
02/05/2019	181087	CAMPBELL TITLE AGENCY OF MICHIGAN	2,367.00
02/05/2019	181088	CARLISLE/WORTMAN ASSOCIATES	5,931.25
02/05/2019	181089	CENTRAL TIME CLOCK	239.85
02/05/2019	181090	CHARLOTTE WILSON	87.50
02/05/2019	181091	CHARTER TOWNSHIP OF SUPERIOR	77.54
02/05/2019	181092	CHELSEA BRODFUEHRER	2,389.60
02/05/2019	181093	CHELSEA LUMBER	431.50
02/05/2019	181094	CINCINNATI TIME SYSTEMS	675.60
02/05/2019	181095	CONGDON'S	85.46
02/05/2019	181096	CONTRACT WELDING & FABRICATING INC	3,500.00
02/05/2019	181097	COURT INNOVATIONS INC	540.00
02/05/2019	181098	DAN KIMBALL	50.00 V
02/05/2019	181099	DAWN FARM	3,320.00
02/05/2019	181100	DEANDRA PAIGE	100.00
02/05/2019	181101	EMERGENCY VEHICLE SERVICES	3,280.79
02/05/2019	181102	EPOCH EYEWEAR	192.00
02/05/2019	181103	ERICA MALONE	100.00
02/05/2019	181104	ESRI	6,600.00
02/05/2019	181105	FARMER & UNDERWOOD TRUCKING	1,362.50
02/05/2019	181106	FEDERAL EXPRESS CORPORATION	106.46
02/05/2019	181107	FIBER LINK	8.75
02/05/2019	181108	FONDRIEST ENVIRONMENTAL, INC	1,550.00
02/05/2019	181109	FOUNDATION BUILDING MATERIALS	305.66
02/05/2019	181110	FUEL CLOUD	1,680.00
02/05/2019	181111	GRAINGER	575.76
02/05/2019	181112	GRIFFIN PEST SOLUTIONS	93.00
02/05/2019	181113	HOME DEPOT	1,386.32
02/05/2019	181114	HOWLETT LOCK & DOOR	218.00
02/05/2019	181115	JOYFUL TREATS CATERING	285.60
02/05/2019	181116	KCI	6,615.00
02/05/2019	181117	KNOWBE4 INC	1,397.25
02/05/2019	181118	LANGUAGE LINE SERVICES	13.72
02/05/2019	181119	LOWE'S	50.84
02/05/2019	181120	MARK HAMILTON	1,750.00
02/05/2019	181121	MCMaster-CARR	80.85
02/05/2019	181122	MECHANICAL ENTERPRISES, INC	50.00
02/05/2019	181123	MENARDS, INC.	90.43
02/05/2019	181124	METCOM	405.78
02/05/2019	181125	MICHAEL SARANEN	49.95
02/05/2019	181126	MICHIGAN LINEN SERVICE, INC.	1,142.90
02/05/2019	181127	MR. BUBBLES AUTO SPA	120.00
02/05/2019	181128	MYSTRO PRODUCTIONS	600.00
02/05/2019	181129	NETWORKFLEET, INC	758.00
02/05/2019	181130	OAKLAND COUNTY	1,919.25
02/05/2019	181131	OFFICE EXPRESS	2,151.57
02/05/2019	181132	PM TECHNOLOGIES, LLC	630.00
02/05/2019	181133	PRIORITY ONE EMERGENCY	156.98
02/05/2019	181134	PROFESSIONAL TREE SERVICE	250.00
02/05/2019	181135	RENT A WRECK	310.25
02/05/2019	181136	RESIDEX, LLC	411.00
02/05/2019	181137	RHETT REYES	2,052.00
02/05/2019	181138	S & S ASSOCIATES, INC	364.40
02/05/2019	181139	SAM'S CLUB DIRECT	95.16
02/05/2019	181140	SILVER LINING TIRE RECYCLING	1,266.00
02/05/2019	181141	SOUTHERN COMPUTER WAREHOUSE	518.92
02/05/2019	181142	STANTEC	561.13
02/05/2019	181143	STATE OF MICHIGAN	18,362.66
02/05/2019	181144	STATE OF MICHIGAN	4,686.76
02/05/2019	181145	THERESE FOOTE	338.10
02/05/2019	181146	THOMAS STAFFORD	385.00
02/05/2019	181147	TODD BARBER	5,600.00
02/05/2019	181148	UNIVERSITY TRANSLATORS	584.82
02/05/2019	181149	UTILITIES INSTRUMENTATION SERV	525.00
02/05/2019	181150	VALERIE BASS	585.00
02/05/2019	181151	VICTORS ROOFING	101.25
02/05/2019	181152	VICTORY LANE	180.57
02/05/2019	181153	W.J. O'NEIL COMPANY	631.86
02/05/2019	181154	WAMAA	1,000.00
02/05/2019	181155	WASHTENAW COUNTY LEGAL NEWS	340.00

User: mharris

CHECK NUMBERS 181078 - 181190

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
02/05/2019	181156	WASHTENAW COUNTY ROAD COMMISSION	27,125.00
02/05/2019	181157	WASHTENAW COUNTY SHERIFF'S OFFICE	201.00
02/05/2019	181158	WASHTENAW COUNTY TREASURER#	27,000.00
02/05/2019	181159	WASHTENAW COUNTY TREASURER#	172,112.02
02/05/2019	181160	WEINGARTZ	444.81
02/05/2019	181161	WOLVERINE FREIGHTLINER	10,134.89
02/05/2019	181162	YPSILANTI COMMUNITY	740.00
02/05/2019	181163	YPSILANTI TOWNSHIP PETTY CASH	80.79
02/05/2019	181164	YSHELU JOHNSON	292.50
02/05/2019	181165	ZEP SALES & SERVICE	205.12
02/05/2019	181166	A & R TOTAL CONSTRUCTION, INC.	15,234.66
02/05/2019	181167	ANN ARBOR CLEANING SUPPLY	1,533.19
02/05/2019	181168	AUTO VALUE YPSILANTI	369.29
02/05/2019	181169	CARTER LUMBER COMPANY	127.50
02/05/2019	181170	CONGDON'S	22.22
02/05/2019	181171	CRYSTAL FLASH, INC.	2,666.52
02/05/2019	181172	DAN KIMBALL	60.00
02/05/2019	181173	EMERGENCY VEHICLE SERVICES	567.77
02/05/2019	181174	GOODYEAR TIRE & RUBBER COMPANY	138.41
02/05/2019	181175	GOVERNMENTAL CONSULTANT SERVICES	2,935.50
02/05/2019	181176	GRAINGER	16.90
02/05/2019	181177	HERITAGE-CRYSTAL CLEAN, LLC	156.68
02/05/2019	181178	HOME DEPOT	119.00
02/05/2019	181179	LARDNER ELEVATOR COMPANY	210.00
02/05/2019	181180	LOWE'S	227.02
02/05/2019	181181	MCLAIN AND WINTERS	143,818.11
02/05/2019	181182	MENARDS, INC.	171.18
02/05/2019	181183	MESSENGER PRINTING	1,602.00
02/05/2019	181184	MICHIGAN LINEN SERVICE, INC.	453.20
02/05/2019	181185	OFFICE EXPRESS	191.56
02/05/2019	181186	ORCHARD, HILTZ & MCCLIMENT INC	765.00
02/05/2019	181187	SUNSHINE MEDICAL	498.00
02/05/2019	181188	VICTORY LANE	38.69
02/05/2019	181189	WASHTENAW COUNTY LEGAL NEWS	35.00
02/05/2019	181190	WASHTENAW COUNTY TREASURER#	468,562.50

## AP TOTALS:

Total of 113 Checks:

978,990.74

Less 1 Void Checks:

50.00

Total of 112 Disbursements:

978,940.74

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# OLD BUSINESS

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January 30, 2019

# Memorandum

## Purpose:

The purpose of this memorandum is to bring forward to the Ypsilanti Township Board of Trustees the following Motion To Rescind Language to the January 15, 2019, General Meeting under Item #1 - New Business as Follows:

***“REQUEST FOR LOCAL GOVERNMENT APPROVAL OF A SMALL WINEMAKERS LICENSE AND AN ON PREMISE TASTING PERMIT FOR PATRICK ECKLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE RD.”***

Per Robert's Rules of Order pp. 305 - 307, reads as follows:

*“By means of the motions to Rescind and to Amend Something Previously Adopted—which are two forms of one incidental main motion governed by identical rules—the assembly can change an action previously taken or ordered. Rescind—also known as Repeal or Annul—is the motion by which a previous action or order can be canceled or countermanded. The effect of Rescind is to strike out an entire main motion, resolution, order, or rule that has been adopted at some previous time. Amend Something Previously Adopted is the motion that can be used if it is desired to change only a part of the text, or to substitute a different version.*

*In an assembly, except when applied to a constitution, bylaws, or special rules of order, require*

*(a) a two-thirds vote,*

*(b) a majority vote when notice of intent to make the motion, stating the complete substance of the proposed change, has been given at the previous meeting within a quarterly time interval or in the call of the present meeting, or*

*(c) a vote of a majority of the entire membership—any one of which will suffice.*

*The same vote is required for the assembly to rescind or amend an action taken by subordinate bodies, such as some executive boards, empowered to act on behalf of the assembly.*

*In a committee, these motions require a two-thirds vote unless all committee members*



*who voted for the motion to be rescinded or amended are present or have received ample notice, in which case they require a majority vote.”*

## **Background:**

The Motioner, Trustee Monica Ross-Williams, Motioned for the “Call The Question” at the January 15, 2019, Meeting based on Memorandum language in paragraph #1 of the Board Packet Titled “**01-15-19 Township-Board-Meeting-Packet**” dated for December 21, 2018, as Follows:

*“Patrick Echlin at 1497 Ecorse Road is requesting local government approval for a local government approval in pursuit of a **Small Winemaker’s License** from the State of Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC).”*

The Motioner who “Called The Question” learned after the January 15, 2019, General Board Meeting of a Revised Memorandum dated January 21, 2019, with the following language in paragraph #1 of the Revised Board Packet Titled “**01-15-19 Township Board-Meeting-Packet-Revised 01-14-19**”, as follows:

*“Patrick Echlin at 1497 Ecorse Road is requested local government approval for a local government approval in pursuit of a **Small Winemaker’s License and On Premise Tasting Room Permit** for the State of Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC).”*

The Motioner who “Called The Question” also learned of a January 25, 2019, Legal Opinion from Township Attorney Angela B. King, which read in part, for “Ypsilanti Township’s Liquor License Ordinance 37-25 term “**on-premises**”, in part, as follows:

*“Section 37-25 of the Township liquor License Ordinance, entitled “Application for new “**on-premises**” license” provides:*

*“In addition to such application as many be required by the state liquor control commission for licensing by the state, application shall also be made to the township board for a permit to sell alcoholic liquor, beer wine, or spirits, etc, **on-premises.**”*

And:

*“....When trying to understand a term or phrase, the “plain meaning “ of the critical word as well as its placement and purpose in the context of the ordinance must be considered.”*



And:

*"....**On-premises** means that the places where alcohol is sold or consumed are on-premises liquor establishments. On-premises liquor establishments must, in addition to obtaining a license from the LCC, apply for a permit from the Township Board. Prior to the Board consideration of the permit request, the requirement and criteria set forth in section 37-25 regarding review of such application should be followed."*

And:

*"...The Michigan Liquor Control Act is separate and distinct from the Township's Liquor License Ordinance."*

And:

*"...The Township's Liquor License Ordinance imposes another layer of requirement on the business engaged in the sale of on-premises alcohol."*

### **New Motions Request:**

Trustee Monica Ross-Williams would request two New Motions for Township Board Consideration, which would read as follows:

#### **Motion #1:**

***"REQUEST FOR LOCAL GOVERNMENT APPROVAL OF A SMALL WINEMAKERS LICENSE FOR PATRICK ECKLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE RD."***

#### **Motion #2:**

***"REQUEST FOR LOCAL GOVERNMENT APPROVAL OF A SMALL WINEMAKERS ON-PREMISE TASTING PERMIT LICENSE FOR PATRICK ECKLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE RD. WITH CONDITIONS UPON RECOMMENDATION OF TOWNSHIP LIQUOR COMMITTEE APPROVAL WAIVING THE TOWNSHIP LIQUOR COMMISSION APPLICATION FEE; BUILDING APPROVAL, OFFICE OF PLANNING AND FIRE DEPARTMENT APPROVAL"***

Kind Regards,

*Monica Ross-Williams - Ypsilanti Township Trustee*

# **NEW BUSINESS**

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# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input type="checkbox"/>
Civic Center Roof Replacement Ypsilanti, MI 48197	<b>DATE:</b> 01/23/2019	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 0098-18-0011	<b>CONTRACTOR:</b> <input type="checkbox"/>
Wm. Molnar Roofing, Inc. 12455 Hale Street, Riverview, MI 48143	<b>CONTRACT DATE:</b> September 21, 2018	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Provide additional taper insulation and crickets, raise mechanical hoods and replace wood blocking supports.  
+ 48,636.50

The original Contract Sum was	\$ 183,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 183,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 48,636.50
The new Contract Sum including this Change Order will be	\$ 231,636.50

The Contract Time will be increased by One Hundred and Eighty One (181) days.  
The date of Substantial Completion as of the date of this Change Order therefore is May 31, 2019

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>OHM Advisors</u>	<u>Wm. Molnar Roofing Inc.</u>	
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
<u>34000 PLYMOUTH RD. LIVONIA, MI 48150</u>	<u>12455 Hale Street</u>	
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<u>[Signature]</u>	<u>[Signature]</u>	
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
<u>CHRISTOPHER OZOG</u>	<u>Kenneth R Chermick</u>	
(Typed name)	(Typed name)	(Typed name)
<u>JANUARY 23, 2019</u>	<u>JAN 25<sup>th</sup>, 2019</u>	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



January 16, 2019

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

RE: Recommendation for contract modification (Change Order #1) and OHM Services Amendment  
Civic Center Roof Replacement

Dear Ms. Stumbo:

As you know, the Civic Center Roof project was recommended for award in August of 2018 and shortly after awarding the contract and kicking off of the project, the contractor was delayed due to modifications to the scope. OHM reviewed design options with the Township Building Department and worked with the contractor to obtain quotes to establish prices for modifications to further improve the roof design and fully bring them up to new construction code requirements and to the expectations of the newly appointed building official. Previously, the contract bid out a simple replacement that matched existing conditions and met the requirements of existing building rehabilitation.

Due to the market and time constraints the contractor had to obtain quotes from the necessary mechanical contractors, this pushed the project back into late November rather than the anticipated October start date. Weather, combined with the holidays, led to the eventual decision to delay until spring. OHM worked with the contractor to remove purchased building material and safely store it over the winter months.

OHM received quotes for two options to improve the roof replacement beyond what was originally identified in the fall. One option slightly adjusted roof slope to just below code, improving, but not guaranteeing compliance, while the second option included the full scope of improvements requested by the building department. The attachment to this letter shows the original bid option, with comparisons to option 1 and 2. OHM recommends option two based on the prices submitted and knowing the desire of the Township to meet code and give them the best value and product.

This quote is an overall increase to the contract of \$48,636.50. The Township previously approved a contingency budget of \$20,000, so this would require a **budget amendment of \$28,636.50** in order to move forward with option 2 and would deplete the contingency budget.

In addition, OHM Advisors' effort in working with the building department on this issue and increasing our level of oversight on the Community Center Project (which is complete) has nearly depleted our budget. For us to oversee this project as well as account for the additional effort in Option 2, we are **requesting an additional \$10,850.00**. This would allow us to hold another preconstruction meeting in the spring, review the new scope and reinspect materials after delivery, cover effort associated with this change order and scope modifications, efforts in working with the contractor to safely store and bring back materials, and add an additional level of oversight when the project commences.

**Overall, if approved, the budget amendment to cover both the change order #1 and OHM Advisors construction services is \$39,486.50.**

Again, given the circumstances and the timing of this project, we feel that this will result in a better overall product for the Township. It is felt that Wm. Molnar Roofing, Inc. and their subcontractors are capable of performing the work





based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. To date, Molnar has been good to work with, providing information as requested and following up on requests, and have purchased materials to meet the original schedule requested by the Township. Should this amendment be approved, we recommend pay estimate #1 for Molnar be approved and we will work with them to get this project started as soon as weather permits.

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

Sincerely,  
OHM Advisors,

A handwritten signature in black ink, appearing to read 'Matthew D. Parks'.

Matthew Parks, P.E., OHM Advisors

Encl: Change Order Option Quotes

cc: Todd Barber., Township Building Official  
Wayne Dudley, Township Public Services Superintendent  
Karen Lovejoy-Roe, Township Clerk  
Larry Doe, Township Treasurer  
Lisa Stanfield, Township Deputy Clerk  
Christopher Ozog, AIA

# CHARTER TOWNSHIP OF YPSILANTI

## PROPOSED ORDINANCE NO 2019-484

### ***An Ordinance Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018***

The Charter Township of Ypsilanti hereby ordains that pursuant to the authority granted to municipalities in the Recreational Marijuana Ballot Initiative 1 of 2018, otherwise known as the Michigan Regulation and Taxation of Marijuana Act (the Act), as amended, marijuana establishments as defined in the Act, are prohibited within the boundaries of Ypsilanti Township.

**Penalty for Violations:** Violation of this Ordinance constitutes a municipal civil infraction punishable by a \$500 fine. The violator shall be required to pay all direct and indirect expenses incurred by the Township in connection with the prosecution of the civil infraction. Each day during which a violation continues to exist shall be a separate offense.

The Township may seek injunctive relief against persons alleged to be in violation of this Ordinance and such other relief as may be provided by law.

#### **Severability**

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

#### **Publication**

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

#### **Effective date**

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

**McLain & Winters  
61 N. Huron  
Ypsilanti, MI 48197  
(734) 481-1120  
(734) 481-8909 FAX**

# **Memo**

**To:** Ypsilanti Township Board of Trustees  
**From:** Angela King  
**Date:** February 4, 2019  
**Re: Proposed Recreational Marijuana Ordinance**

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In November 2018, Michigan voters approved the legalization of recreational marijuana (Recreation Marijuana Ballot Initiative 1 of 2018). This Ballot Initiative is not to be confused with the Michigan **Medical** Marijuana Act passed in 2008 which legalized **medical** marijuana or the Michigan **Medical** Marijuana **Facilities** Act passed in 2016. The 2008 Medical Marijuana Ballot Initiative, the 2016 Medical Marijuana Facilities Act and the 2018 Recreational Marijuana Ballot Initiative are three separate laws. The proposed Ordinance **only** relates to the 2018 Recreational Marijuana law. It does **not** affect medical marijuana patients' rights or medical marijuana caregivers rights under the 2008 Medical Marijuana Act. The proposed ordinance does not affect an individual's right under to grow up to 12 marijuana plants for personal use or a caregiver's right to grow up to 72 plants for their patients and themselves. The only area that the proposed ordinance concerns are potential **recreational marijuana businesses** within the Township.

## **What is a recreational marijuana business ?**

Under the 2018 law, a recreational marijuana business, includes a number of different types of commercial enterprises: (1) recreational marijuana growers and sellers of up to 2,000 marijuana plants; (2) recreational marijuana safety compliance facilities (testing facilities for potency and presence of contaminants); (3) recreational marijuana processors (preparation of marijuana plant by compounding, blending, extracting,

infusing marijuana); (4) recreational marijuana microbusinesses (cultivates, processes and packages 150 marijuana plants); (5) recreational marijuana retailer (retail sale of marijuana); and (6) recreational marijuana transporters (transports marijuana to and from other marijuana establishments).

Township Boards have the right, under the 2018 Ballot Initiative, to decide whether large scale commercial recreational marijuana businesses are permitted within their communities.

The Recreational Marijuana Act of 2018 does not have a specific deadline for when a municipality must act if it wishes to opt out (prohibit) recreational marijuana establishments. However, under the new law, **if a Township does not take action to prohibit commercial recreational marijuana businesses, they are automatically allowed.**

A number of cities and townships have already adopted ordinances which prohibit recreational marijuana establishments within their borders. It is important that this issue be considered and decided by the Board since non-action under the Recreational Marijuana Act is considered permission to locate within the Township. Once a recreational marijuana establishment is licensed and operating within a Township which has not adopted an ordinance prohibiting such establishments, the business will be allowed to continue so long as the operation complies with state law and regulations.

I have drafted a proposed ordinance which, if adopted, will, prohibit recreational marijuana businesses within the Township. If in the future, this Board or future Boards wish to revisit the issue, the ordinance may be changed. If the ordinance is not adopted, all types of recreational marijuana businesses will automatically be allowed to locate within the Township.

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If the Ordinance is adopted, it will preserve the status quo and allow time for the State to adopt regulations governing how this new law will be applied to commercial marijuana businesses. Maintaining the status quo will also enable you to learn from other communities that allow commercial marijuana businesses to operate within their borders. This will help you to decide whether permitting marijuana businesses in Ypsilanti Township will add or detract from the overall community environment. It will also allow time to consider other important questions such as zoning districts and



other special considerations that the Township may have regarding recreational marijuana businesses.

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End memo.

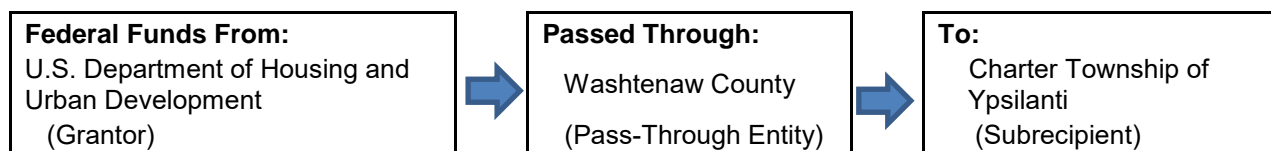
Angela B. King

**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 **15th day of January, 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 AgreementARTICLE I – REQUIRED DATA ELEMENTS

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

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	\$130,000 - B-18-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2018 – September 19, 2018
Subaward Period of Performance (start and end date)	1/15/2019-12/31/2019
Amount of Federal Funds Obligated by this Agreement	\$130,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$130,000.00
Total Amount of the Federal Award	2018 – \$2,109,235.00

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 associated with milling the existing pavement, structure adjustments, ADA sidewalk ramps, and the placement of a 3 inch HMA resurfacing of Foley Avenue in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

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

## ARTICLE II - SCOPE OF SERVICES

The Subrecipient will be responsible for administering Charter Township of Ypsilanti road improvements for the eligible costs of working with the Washtenaw County Road Commission to make improvements to Foley Avenue (which runs between S. Harris Road to Andrea Street) to include milling the existing pavement, structure adjustments, ADA sidewalk ramps, and the placement of a 3 inch HMA resurfacing.

The contract will be paid for with 2018-2019 Urban County CDBG funding, ***not to exceed One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00)***, in accordance with the specifications described in this agreement and the budget in Attachment B. The Charter Township of Ypsilanti will be responsible for covering any remaining costs in excess of \$130,000.

## ARTICLE III - PAYMENT AND CASH MANAGEMENT

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

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

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

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

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

#### ARTICLE IV - REPORTING OF SUBRECIPIENT

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V - TERM

This agreement begins on **January 15, 2019** and ends on **December 31, 2019, with an option to extend an additional 6 months**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

#### ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

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

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

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

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

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

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

#### ARTICLE VII – SUSPENSION OF FUNDING

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

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

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

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

#### ARTICLE VIII- PERSONNEL

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

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

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

#### ARTICLE IX-INDEPENDENT CONTRACTOR

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

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

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

#### ARTICLE X - INDEMNIFICATION AGREEMENT

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

#### ARTICLE XI- INSURANCE REQUIREMENTS

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

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

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County

or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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

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

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

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

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

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

#### ARTICLE XIV - CONTINGENT FEES

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

#### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY



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

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

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

#### ARTICLE XVI - LIVING WAGE

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

#### ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

#### ARTICLE XVIII - TERMINATION OF AGREEMENT

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

#### ARTICLE XIX - EQUAL ACCESS

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

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

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

#### ARTICLE XXI - PAYROLL TAXES

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

#### ARTICLE XXII - PRACTICE AND ETHICS

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

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

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

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

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

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

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

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

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

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

ARTICLE XXVII - SEVERABILITY

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

ARTICLE XXVIII - NOTICES

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

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

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

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

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

APPROVED AS TO CONTENT:  
(Subrecipient)

CHARTER TOWNSHIP OF YPSILANTI

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

BY: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Township Supervisor

By: \_\_\_\_\_  
Karen Lovejoy Roe (DATE)  
Township Clerk

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.



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

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

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.

\_\_\_\_\_  
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);

(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.

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

\_\_\_\_\_  
Printed Name and Title of Subrecipient's Authorized Representative

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

\_\_\_\_\_  
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

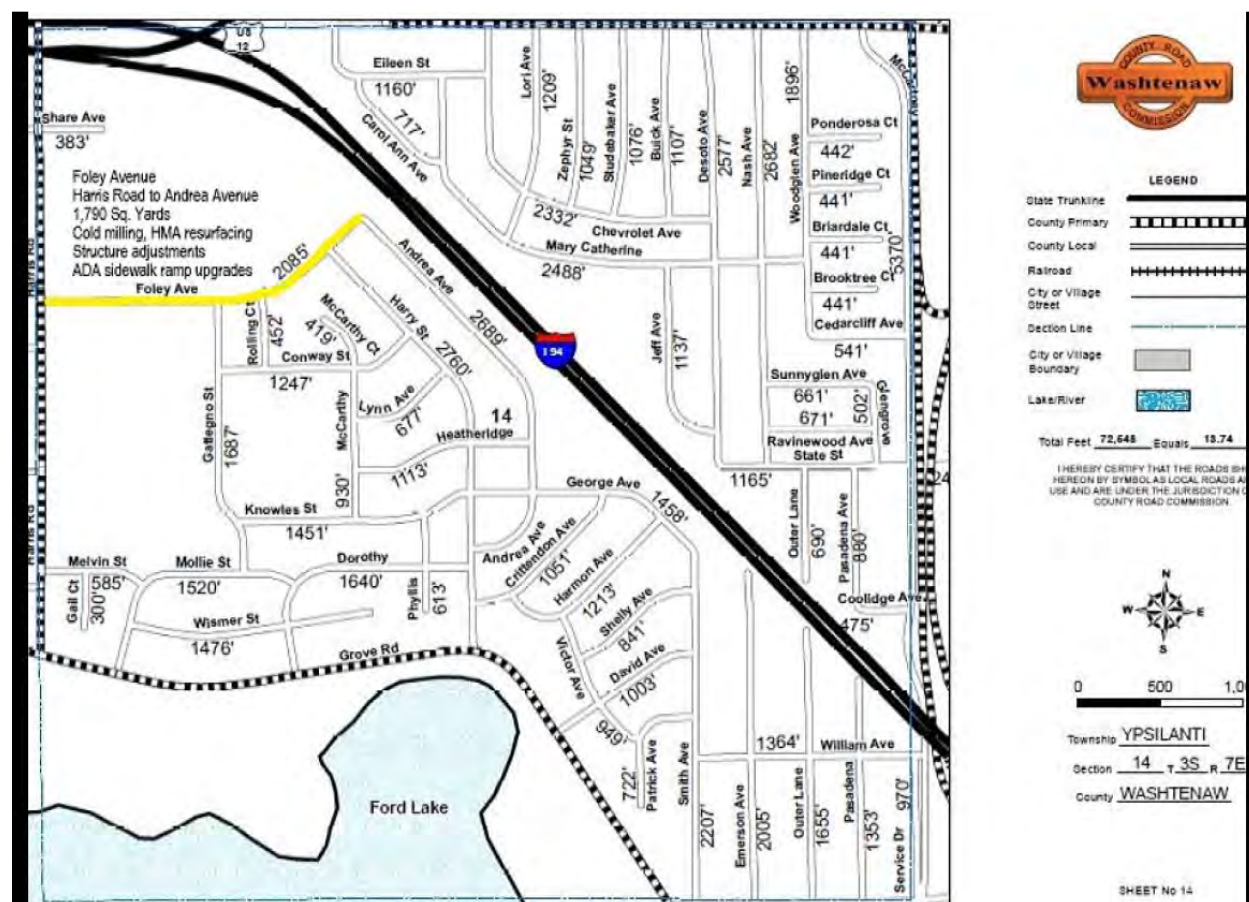
Reviewed By: \_\_\_\_\_

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



WASHTENAW COUNTY will contract with the **CHARTER TOWNSHIP OF YPSILANTI** for the eligible costs of improving Foley Avenue, as described in the Scope of Services, to meet the American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The Charter Township of Ypsilanti will contract with the Washtenaw County Road Commission (WCRC), and WCRC will carry out the work described in the Scope of Services. The Township will pay WCRC directly for this project, and Washtenaw County will reimburse the Township for eligible project costs upon receipt of all required documentation. This road improvement project will be paid for with 2018 CDBG funding in accordance with the budget in Attachment B.

Charter Township of Ypsilanti – Foley Avenue from S. Harris Avenue easterly to Andrea Street, for total approximate 2.085 lineal feet.



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

**PROJECT TIMELINE:**

<b>Activity</b>	<b>Deadline</b>
WCRC will award contract to most responsible and responsive bidder.	3/5/2019
Contractor will begin road improvement work.	4/22/2019
Office of Community Development will perform Davis-Bacon Interviews.	4/22/19 – 5/31/19
Contractor will achieve substantial completion of road improvement project.	5/31/2019
Contractor will complete construction and WCRC will perform a final inspection.	5/31/2019
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment and original Davis-Bacon payroll forms.	6/28/2019
<b>Project Completion Date:</b>	<b>6/28/2019</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 **One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00) in 2018-2019 CDBG Funds** according to the budget below:

**PROJECT BUDGET:**

<b>Foley Avenue Road Improvement Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts CDBG (2018) - allocation	\$130,000
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$130,000</b>
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
Personnel, Taxes & Fringe Benefits	\$1,220
Construction	\$128,780
<b>Total Expenditures</b>	<b>\$130,000</b>

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

**ATTACHMENT C**

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into the last date set forth on the signature page below by and between Ypsilanti Community Utilities Authority (“YCUA”), Charter Township of Ypsilanti (“Township”), Trenchless Solutions, Inc. (“Trenchless”), and JA Utilities, LLC (“JA”). YCUA, Township, Trenchless and JA may be referred to collectively herein as the (“parties”).

### WITNESSETH:

WHEREAS, YCUA and Township have filed a lawsuit against Trenchless, JA and Corby Energy Services, Inc. (“Corby”), which is currently pending in the 14-B District Court for the County of Washtenaw, State of Michigan, being Case No. 18-004173-CV (the “Lawsuit”);

WHEREAS, the Lawsuit seeks damages resulting from the allegedly improper and/or unauthorized opening of a fire hydrant on or about April 9, 2018 in connection with a light installation project at or near the Township’s Civic Center, as further described in the pleadings;

WHEREAS, the parties have agreed to settle and resolve all claims and disputes between them arising out of the facts and circumstances which form the basis for the Lawsuit.

#### 1. Settlement Amounts.

- 1.1 Trenchless. Trenchless, through its insurance carrier, Hastings Mutual Insurance Company, hereby agrees to jointly pay YCUA and Township the sum of Seven Thousand and 00/100 Dollars (\$7,000.00) as full and final settlement in accordance with the terms of this Agreement.
- 1.2 JA. JA, through its insurance carrier, EMC Insurance, hereby agrees to jointly pay YCUA and Township the sum of Seven Thousand and 00/100 Dollars (\$7,000.00) as full and final settlement in accordance with the terms of this agreement.
- 1.3 Payment. The payments shall be made payable to Ypsilanti Community Utilities Authority and shall be sent to the following address: Thomas E. Daniels, Esq., Pear Sperling, Eggen & Daniels, P.C., 24 Frank Lloyd Wright Drive #D-2000, Ann Arbor, Michigan 48105.
- 1.4 Dismissal. Upon the execution and delivery of this Agreement, the parties shall enter into a stipulation and order for dismissal of the Lawsuit in its entirety with prejudice and without costs to any party, but subject to the provisions of this Agreement and the court’s reservation of jurisdiction for the purpose of enforcement of this Agreement.

#### 2. YCUA Release. In consideration of entering into this Agreement, YCUA does

hereby waive, release and forever discharge Trenchless, JA, Corby, Hastings Mutual Insurance Company and EMC Insurance, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.

3. Township's Release. In consideration of entering into this Agreement, Township does hereby waive, release and forever discharge Trenchless, JA, Corby, Hastings Mutual Insurance Company and EMC Insurance, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.
4. Trenchless' Release. In consideration of entering into this Agreement, Trenchless does hereby waive, release and forever discharge YCUA, Township, JA, and EMC Insurance, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.
5. JA's Release. In consideration of entering into this Agreement, JA does hereby waive, release and forever discharge YCUA, Township, Trenchless and Hastings Mutual Insurance Company, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.
6. Miscellaneous.
  - 6.1 Binding Effect. All agreements and understandings between the parties hereto are embodied and expressed herein, and the terms of this Agreement are contractual and not a mere recital. The foregoing releases shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties released.
  - 6.2 Voluntary. The parties acknowledge that they have read this Agreement in its entirety and represent that they have executed this Agreement voluntarily, after independent investigation and without fraud, duress, or undue influence.
  - 6.3 No Admission of Liability. It is understood and agreed that this settlement is the compromise of a disputed claim between the parties to this agreement and that the payments made are not to be construed as an admission of liability on the part of the parties hereby released, and that all released parties deny liability therefor, and intend merely to avoid

litigation and buy their peace.

6.4 Photocopies. A photocopy of this Agreement may be used as an original.

6.5 Signature in Counterparts. This Agreement may be signed in counterparts and when done so shall constitute one and the same instrument.

6.6 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Michigan.

**THE PARTIES HERETO HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND ALL PROVISIONS CONTAINED THEREIN.**

**Ypsilanti Community Utilities Authority**

Date:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Charter Township of Ypsilanti**

Date:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Trenchless Solutions, Inc.**

Date:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**JA Utilities, LLC**

Date:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
**LARRY J. DOE**  
*Trustees*  
**STAN ELDRIDGE**  
**HEATHER ROE**  
**MONICA ROSS-**  
**WILLIAMS JIMMIE**



**Charter Township of Ypsilanti**  
**Hydro Station**

**7200 S. Huron River Drive**  
**Ypsilanti, MI 48197**  
**Phone: (734) 544.3690**  
**Fax: (734) 544.3626**

[www.ytown.org](http://www.ytown.org)

# MEMORANDUM

**TO:** Board of Trustees

**FROM:** Michael Saranen, Hydro Operations

**DATE:** January 23, 2019

**RE:** Request to approve Barr Engineering to provide Professional Services to assist Hydro Operations in completing on the 5 year Emergency Action Plan Functional Exercise and Report as it is required by the Federal Energy Regulatory Commission (FERC), Section 6 of the Engineering Guidelines in the amount not to exceed \$ 26,000 to be charged to 252.252.000.801.000.

I am asking to Board approve Barr Engineering to provide Professional Services for assisting Hydro Operation in completing the 5 year Functional Exercise and Report per the FERC, Chapter 6 of the Engineering Guidelines.

Every 5 years the FERC requires the Hydro Station to conduct an Emergency Action Plan Functional Exercise and then complete a formal report that is filed with the FERC.

This functional exercise is an extensive process involving local, state and federal agencies from first responders, utility providers, DOT and emergency planners.

I request we use Barr Engineering for this required activity because of the extensive knowledge Barr has with the Hydro Station. Barr has been providing engineering support to the Twp. for over 20 years with a track record of providing quality work.

This is a budgeted item for 2019 in line item 252.252.000.801.000

Please place this item on the next available Board Meeting agenda under New Business



January 23, 2019

Mr. Michael Saranen  
Hydro Operations  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

**Re: Ford Lake Dam – Emergency Action Plan Exercises**

Dear Mr. Saranen:

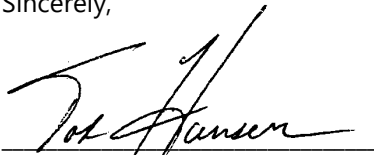
This letter summarizes Barr Engineering Co.'s (Barr's) proposal to assist the Charter Township of Ypsilanti (Township) with an exercise of the existing Emergency Action Plan (EAP) for the Ford Lake Dam hydropower project, as requested in the Federal Energy Regulatory Commission's (FERC's) July 10, 2018 letter to the Township. The purpose of the exercise is to test the EAP, ensure the local agencies understand the inundation maps and other information available in the EAP, observe the actions your personnel and the agencies take during a simulated emergency, and discuss possible changes to the EAP to improve its effectiveness.

Barr will design and facilitate a table top exercise and a functional exercise of the project's EAP, in accordance with FERC Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter 6 – Emergency Action Plans. We will work with the Township to invite appropriate state and local emergency response agencies to the exercises. Barr can provide a meeting space for the exercises at our office in Ann Arbor or meet at Township provided facilities. Within 60 days of completing each exercise, Barr will provide an evaluation report of the exercise including comments from participants and recommendations for modifications to emergency procedures and the EAP.

FERC has requested the exercises be scheduled before September 30, 2019. Barr proposes to complete the exercises and reports between April and August, 2019 depending on the availability of the FERC Engineer, who will likely attend one or both of the exercises.

We propose to complete the tasks provided herein for an estimated fee of \$26,000, using the terms and conditions of our most recent executed Agreement with the Township.

Sincerely,

A handwritten signature in black ink, appearing to read "Tor Hansen", written over a horizontal line.

Tor Hansen, PE  
Vice-President

A handwritten signature in black ink, appearing to read "David Hibbs", written over a horizontal line.

David Hibbs, PE  
Project Manager

## **6-4 EMERGENCY ACTION PLAN EXERCISES**

### **6-4.1 General**

Licensees should exercise the EAP in coordination with state, local and tribal emergency management authorities, including, but not limited to, entities listed on the Notification Flowchart.

Exercises promote prevention, preparedness, and response to incidents and emergencies, and may also be extended to include recovery operations. Exercising also demonstrates the EAP's effectiveness in an actual situation and demonstrates the readiness levels of key personnel. Periodic exercises result in an improved EAP as lessons learned are incorporated into the updated EAP document.

### **6-4.2 Types of Exercises**

There are seven types of exercises defined in the Homeland Security Exercise and Evaluation Program (HSEEP). The types are divided into discussion-based and operations-based exercises.

#### **Discussion-based Exercises**

Discussion-based exercises familiarize participants with current plans, policies, agreements, and procedures, or may be used to develop new plans, policies, agreements, and procedures. The following are types of discussion-based exercises:

- **Seminar.** A seminar is an informal discussion, designed to orient participants to new or updated plans, policies, or procedures, *e.g.*, a seminar to review a new Evacuation Standard Operating Procedure.
- **Workshop.** A workshop resembles a seminar but is used to build specific products, such as a draft plan or policy. For example, a Training and Exercise Plan Workshop is used to develop a Multi-Year Training and Exercise Plan.

- **Tabletop Exercise.** A tabletop exercise involves key personnel discussing simulated scenarios in an informal setting. Tabletop exercises can be used to assess plans, policies, and procedures.
- **Games.** A game is a simulation of operations that often involves two or more teams, usually in a competitive environment, using rules, data, and procedures designed to depict an actual or assumed real-life situation.

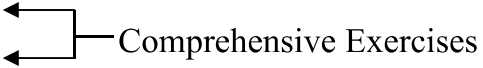
### Operations-based Exercises

Operations-based exercises validate plans, policies, agreements and procedures; clarify roles and responsibilities; and identify resource gaps in an operational environment.

Types of operations-based exercises include:

- **Drill.** A drill is a coordinated, supervised activity usually employed to test a single specific operation or function within a single entity, such as testing sirens and warning systems, calling suppliers, checking material on hand, and conducting a call-down drill of those listed on the Notification Flowchart.
- **Functional Exercise.** A functional exercise examines and/or validates the coordination, command, and control between various multi-agency coordination centers, such as Emergency Operation Centers (EOCs) and joint field offices. A functional exercise does not involve any "boots on the ground," such as first responders or emergency officials responding to an incident in real time.
- **Full-Scale Exercises.** A full-scale exercise is a multi-agency, multi-jurisdictional, multi-discipline exercise involving functional, *e.g.*, joint field office, emergency operation centers, and "boots on the ground" response to a simulated event, such as activation of the EOC and role-playing to simulate an actual dam failure.

Of the seven types of exercises, five form the basis for the FERC's EAP Exercise Program:

- Seminar
  - Drill
  - Tabletop Exercise
  - Functional Exercise
  - Full Scale Exercise
- 
- Comprehensive Exercises

A licensee's exercise program should be built from the ground up, beginning with simple exercises and advancing to more complex exercises. Sufficient time should be provided

between each exercise to learn and improve from the experiences of the previous exercise.

Functional and full-scale exercises are considered comprehensive exercises that provide the necessary verification, training, and practice to improve the EAP and the operational readiness and coordination efforts of all parties responsible for responding to emergencies at a dam. The basic difference between these two exercise types is that a full-scale exercise involves actual field movement and mobilization; in a functional exercise, field activity is simulated.

The primary objectives of a comprehensive exercise (functional and full-scale) are listed below:

- Reveal the strengths and weaknesses of the EAP, including specified internal actions, external notification procedures, and adequacy of other information, such as inundation maps.
- Reveal deficiencies in resources and information available to the dam owner and emergency management authorities.
- Improve coordination efforts between the dam owner and emergency management authorities. Close coordination and cooperation among all responsible parties is vital for a successful response to an actual emergency.
- Clarify the roles and responsibilities of the dam owner and emergency management authorities.
- Improve individual performance of the people who respond to the dam failure or other emergency conditions.
- Gain public recognition of the EAP.

The following sections describe the five types of exercises and describe how the exercises relate to the Commission's EAP program. These guidelines include detailed information including exercise terminology and preparing for and performing higher level exercises based on FEMA and HSEEP guidance. More information on the HSEEP can be found at <https://hseep.dhs.gov>.

#### **6-4.2.1 Seminar**

A seminar is a face-to-face meeting that involves bringing together those with a role or interest in an EAP (i.e., licensee and State and local emergency management authorities) to discuss the project and EAP.

#### A. Purpose of Exercise

The purpose of the seminar is to enable each participant to become familiar with the EAP and the roles, responsibilities, and procedures of those involved. It is an opportunity to exchange information and ensure the EAP remains current and workable.

#### B. Participation

The seminar involves licensee personnel and emergency management authorities.

#### C. Requirements

Seminars are face-to-face meetings between licensees and primary emergency management authorities whose jurisdictions would be quickly inundated (i.e., within the first 2-3 hours) or have significant impacts from a dam failure (i.e., many people would need to be evacuated). These meetings should take place at least once a year. Separate seminars are not needed during years when tabletop, functional, or full-scale exercises are performed. This is because a discussion about the EAP and participants role during an emergency should happen before the high-level exercise starts during the player briefing.

#### D. Where to Conduct Exercise

Seminars can be done on a one-on-one basis, where the licensee visits an individual agency office. Alternatively, if a dam failure would significantly impact several jurisdictions, several parties could meet at one time and location. Licensees can also consider combining seminars for several dams within a river basin into one meeting.

#### E. Conducting the Exercise

The following list includes possible discussion topics during seminars:

1. Describe the project, possible effects of a dam failure, and EAP (especially the flowchart and inundation maps).
2. Discuss any recent development along the river and verify if the information on the inundation maps is adequate.
3. Discuss how emergency management authorities will implement their evacuation plan and if all affected residents can be warned and evacuated in a timely manner.
4. Discuss any public education efforts which occurred during the previous year.

5. Discuss emergency equipment at the project (e.g., sirens, back-up communication equipment).
6. Explain the difference between the emergency level categories of notification (i.e., imminent failure, potential failure, high flow, non-failure). Have the authorities explain how they would react to each condition.
7. Get feed-back from the emergency management authorities on whether the EAP is understandable and useful. If not, discuss what can be modified.
8. Discuss how parties will coordinate and exchange information throughout emergencies.
9. Discuss results from recent annual drills or higher-level exercises.
10. Hand-deliver annual updates or revisions such as changes in organizations, personnel, phone numbers, emergency response responsibilities, or other site specific information. Ensure previous updates have been incorporated into the agencies' plans and superseded information has been replaced.
11. Request the agencies to notify the licensee of any changes to key personnel immediately.
12. Review what parts of the EAP are necessary for particular agencies. Portions of the plan that don't apply to particular agencies can be retained by that agency in a separate folder or removed at their option.
13. Go over schedules for future exercises.

## **F. Reporting Requirements**

The annual EAP Status Report should briefly describe the seminar. The EAP Status Report is further discussed in Section 6-2.2.6.

### **6-4.2.2 Drill**

A drill tests, develops, or maintains skills in a single emergency response procedure. An example of a drill is an in-house exercise performed to verify the validity of telephone numbers and other means of communication along with the licensee's response.

#### A. Purpose of Exercise

The purpose of the drill is to ensure licensee personnel are fully cognizant of the procedures and actions required during an emergency, and that emergency procedures and equipment work properly.

#### B. Participation

The drill should include all operations staff, any personnel that work at the dam, and other licensee staff involved with the EAP. During the drill, licensee personnel should call all organizations on the notification flow chart to verify phone numbers and other means of communication are accurate.

#### C. Requirements

Each licensee is required to conduct an annual EAP training session and exercise known as the in-house drill to test the state of training and readiness of key licensee personnel responsible for actions during an emergency. The licensee should conduct an annual drill for each of its EAPs. It is acceptable for an annual drill to concurrently test the EAP for several dams when an overlap in notification is involved. No separate drill is required in any year when a comprehensive exercise takes place.

#### D. Conducting the Exercise

As part of the drill, a training session should be held with all licensee personnel involved with an emergency response. The training should focus on how all the internal personnel fit into the EAP and their roles and responsibilities for the different emergency levels.

The drill should simulate an emergency condition. The licensee staff member responsible for conducting the test should first develop a realistic scenario under which the EAP would be implemented. Then participants should be questioned on how they would react to certain situations up to and including enacting the EAP. Preferably, the scenario should be varied from year-to-year. Any special procedures required for nighttime, weekends, and holidays should also be considered when developing the scenario.

As part of the drill, participants should perform a call down test - contacting the organizations that would be involved in an emergency to ensure that telephone numbers and any other means of communication listed on the notification flow chart are accurate. During this call, participants can verify the contact information is correct, agency personnel are familiar with the EAP, and all parties know what they would do during an actual emergency. Beforehand, the licensee should try to ensure that any outside party being contacted is aware the call will be part of a drill. Furthermore, during the drill, the

outside parties should again be informed the call is part of a drill and is not an actual emergency.

Licensees are encouraged (not required) to consider the merits of a surprise in-house drill versus a planned one. The licensee at the time it implements a "surprise" drill should advise its employees that the drill is a test and not an actual emergency. While a planned drill will allow participants to rehearse their roles in the EAP, a surprise drill can be more educational because it is likely to expose basic flaws in the EAP.

Testing of remote sensing equipment at unattended dams and emergency notification equipment such as sirens and two-way radios should be performed at least once a year. Equipment tests do not necessarily have to be performed on the same day as other drill activities. However, the tests are considered part of the drill and should be reported on in the EAP Status Report.

#### E. Follow-up

Immediately following the drill, the licensee should assess (evaluate) the results with all involved participants. The responses to the emergency scenario at all levels should be reviewed. The purpose of this evaluation is to identify deficiencies in the EAP, including notification, priorities, responsibilities assigned, etc.

The licensee should prepare a brief report describing the drill, evaluation, and any lessons learned. If the drill indicates changes should be made to the EAP, the document should be revised and the revisions disseminated to all involved parties. It is recommended that revisions and updates be hand-delivered to significant emergency management authorities.

#### F. Reporting Requirements

The EAP Status Report should include a brief report describing the drill, evaluation, and any lessons learned. The report should also describe the project's emergency equipment and the date tested. The EAP Status Report is further discussed in Section 6-2.2.6.

### **6-4.2.3 Tabletop Exercise**

The tabletop exercise involves a meeting of the licensee and EAP planholders, including State and local emergency management officials in a conference room environment. The exercise begins with the description of a simulated event and proceeds with discussions by the participants to evaluate the EAP and response procedures. The exercise provides opportunities throughout the exercise to stop and discuss what actions and responses would be appropriate.



#### A. Purpose of Exercise

The purpose of the tabletop exercise is to familiarize participants with roles, procedures, responsibilities, and personalities of the licensee and the emergency management authorities. The exercise should identify needed improvements in the EAP, identify needed improvements in the emergency management system and the licensee's organization, identify needed training/personnel deficiencies, and identify areas requiring additional coordination.

#### B. Participation

The tabletop exercise involves the various levels of the licensee and emergency management personnel that would be involved in an actual emergency. The exercise should also include other representatives of localities that could be affected by a dam failure, such as elected officials and campground owners. Also, representatives from the National Weather Service should be invited since they are responsible for initiating flood warnings.

The individuals involved in the exercise should be those people who are responsible for the coordination and implementation of the EAP. They should be those individuals from the licensee and authorities that would be most active during a disaster.

#### C. Requirements

The Commission recommends that tabletop exercises be performed prior to comprehensive exercises. It is beneficial that they take place at least 30 days prior to the comprehensive exercise so any changes to the EAP based on the tabletop exercise can be completed before the comprehensive exercise. Other options are holding a tabletop in the year before a comprehensive exercise will occur, or on the same day of the comprehensive exercise if it is difficult to get all parties involved to participate in exercises on two separate days. Although having a tabletop and comprehensive exercise on the same day is possible, it is not recommended. Licensees can also consider performing tabletop exercises as part of annual seminars.

The Regional Engineer may require a tabletop exercise be performed for certain projects to enhance coordination with emergency management authorities. This is done on a case-by-case basis.

#### D. Preparation

It is necessary to assemble an Exercise Planning Team who will design, develop, conduct, and evaluate the exercise. It is beneficial to include members of organizations and agencies that are participating in the exercise, but not participants themselves.

The process of developing a tabletop exercise involves *assessing the needs* for an exercise, *defining the scope* of the exercise, writing a *statement of purpose*, writing *objectives*, and developing a *scenario*. These steps are briefly discussed below.

The first step in the process of developing an exercise is to *assess the needs* of the participants by identifying those areas most in need of an exercise.

In *defining the scope* of an exercise, six components should be addressed in the developmental stage: (1) the types of licensee and emergency management agency activities or procedures you want to exercise; (2) the parties to be involved; (3) the kinds of personnel involved, with an understanding of their capabilities and critical tasks involved in their jobs; (4) the degree of realism desired; (5) the hazard or the selection of a high priority problem; and (6) the geographical area where the problem could occur.

The *statement of purpose* should clearly and concisely explain why the exercise is being conducted. It is largely written from the scope of the exercise and can be used to tell others about the exercise.

The next step in developing an exercise is writing *objectives* which define what should be accomplished by conducting the exercise. The needs assessment, scope, and purpose statement should be examined very closely during objective writing to address expected benefits of the exercise and what emergency actions are to be exercised. Emergency response organizations will typically develop objectives based on a pre-developed list of core capabilities and critical tasks that they want to focus on. Exercise objectives should be simple, measurable, achievable, realistic, and task-oriented. There should be a limited number of objectives, typically 3-7 depending on the complexity of the exercise.

The next step is to prepare a *scenario*. A scenario is a short written story that sets the scene for the exercise. It is an account composed of a few paragraphs that provides conditions that allow the exercise participants to demonstrate proficiency and competency in their roles. The job of the scenario is to get the exercise participants into the exercise as if they were confronting a real situation. The scenario should be written so that it helps participants understand the situation and reflect a sense of concern, urgency, and excitement.

While setting the scene for the simulated emergency and providing the technical details that depict conditions and events, the scenario should NOT provide participants with ALL the information necessary to respond to a situation. Participants will gather additional details during the exercise as the events unfold. The scenario should NOT suggest possible responses to the simulated emergency.

For tabletop exercises, a **Situation Manual** can be prepared for each participant. The manual includes an introduction, scenario, participant questions and references.

#### E. Conducting the Exercise

Prior to beginning a tabletop exercise, the licensee should conduct a player briefing to explain the project, the EAP (including emergency levels and inundation maps), the roles of all parties during the emergency, and procedures for the exercise. Any questions should be addressed prior to beginning the exercise.

Tabletop exercises are typically held in conference rooms. If the number of participants is about 25 or less, the exercise is typically run in a classroom style setting with a single facilitator leading the discussion of the group. With larger numbers of participants it is beneficial to separate organizations by their function (e.g., on-site dam operations, county emergency responders, and state emergency responders) at different tables and each table has a facilitator/evaluator to lead a discussion of the scenario and ask questions. A spokesperson for each table will report out key findings to the entire room.

The methodology of a tabletop exercise is an open-ended discussion in a meeting format through a facilitator. The discussion is allowed to be interrupted by questions and participant comments. The effectiveness is determined by feedback from participants and the impact this feedback has on evaluating and revising policies, plans, and procedures. There is no utilization of equipment or deployment of resources.

The facilitator begins the tabletop session by reading a scenario, or a portion of the scenario, which sets the scene for the simulated event. The scenario briefly describes what has happened and what is known at this point. For example, the first statement of a scenario could be:

“After two weeks of heavy rains, the project’s gates are fully open and are passing a record flow of 10,000 cfs. During the previous night, reservoir levels have risen 2.5 feet above normal levels to elevation 80 ft. This is three feet beneath the crest of the embankment. A member of the maintenance crew has just observed a new seep at the toe of the embankment near the low level outlet.”

Following the scenario, or portion of the scenario, the facilitator will typically pose problem statements and ask participants to explain how they would react. The following are issues often discussed during the tabletop exercises:

- What actions do the dam operators take?
- What do operators of other dams on the river need to know?
- Should the EAP be implemented?
- Who implements the EAP?

- Who has primary notification responsibility?
- What information is needed by the different players?
- What actions would each of the primary players take?
- Is the priority of calls on the notification flowchart appropriate?
- What are each emergency management authorities' actions, responsibilities, and considerations with regard to evacuations?
- Where will shelters be set up?
- Where will the Emergency Operations Center be set up?
- What evacuation routes are available?
- Who determines if outside assistance is needed?
- Are adequate resources available? If not, where can they be gotten?
- Who is providing public information and how?

Facilitators for tabletop exercises monitor the pace and flow of the exercise by introducing the scenario and stimulating discussion, making sure that no one participant dominates the exercise. The facilitator leads the exercise and makes sure every participant discusses their role during the exercise.

If there are residences, businesses, campgrounds, and recreation areas located in close proximity downstream of a dam, the timing of emergency responses is critical. The facilitator can have participants discuss the detailed steps they would take - from determining a problem at the dam through evacuations - and get them to estimate how long it would take to accomplish each step. These estimates can be used to establish the total response time, which can be compared to information from the inundation maps to determine if people can be warned and evacuated in time (see Section 6-5).

During the exercise, the facilitator or evaluators should note all issues being raised by the participants, especially those that will require follow-up actions. At the conclusion of the exercise, an oral after-action review, typically called a **Hot Wash**, should be conducted with exercise participants, planning team members, facilitators, and evaluators. The review should focus on (1) roles and responsibilities, (2) EAP and emergency response procedures, (3) necessary communications, and (4) the adequacy of materials, equipment, and staff levels. The review should address the procedures that worked well and the procedures that did not work well. Responses from all participants involved in the exercise should be considered. Input should be received both orally and in writing through feedback forms.

#### F. Benefits

The advantages of a tabletop exercise are that there is modest commitment in terms of time, cost and resources. It provides an effective method of reviewing plans, implementing procedures and policies, and it serves as an educational device to acquaint

the licensee and key agency personnel on emergency responsibilities and procedures. It also acquaints licensee and emergency response personnel with each other on a personal basis.

The disadvantages of a tabletop exercise are that it lacks realism, and does not provide a true test of participants' capabilities. It provides only a limited exercise of plans, procedures, and participants' staff capabilities.

#### G. Follow-up

Immediately after the Hot Wash has concluded, all facilitators and evaluators should meet with other members of the exercise planning team to hold a **Debrief**. During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement. Following the Debrief, an evaluation should be performed to formalize what was learned.

The purposes of evaluating the exercise are to identify:

- Needed improvements in the EAP
- Needed improvements in the licensee's organization and the emergency management system,
- Needed training/personnel deficiencies,
- Whether the exercise has achieved its objectives, and
- Areas requiring additional coordination.

Data for an evaluation include the evaluator's observations, participants' oral and written comments, facilitator's observations, any subsequent clarification or discussion with participants, and exercise plans, objectives, expected actions, and procedures. The evaluation team should discuss and evaluate the events before, during, and after the exercise; actions taken by each participant; the time required to become aware of an emergency and to implement the EAP; and improvements for future emergencies.

Team members will then draft an Evaluation Report or After Action Report which describes what happened during the exercise, exemplary practices, issues that need to be addressed, and recommendations for improvement. A sample format for an Evaluation Report is in Appendix 6-B. Alternatively, HSEEP provides guidance on the format for After Action Reports and Improvement Plans.

#### H. Reporting Requirements

At least 90 days before performing a tabletop exercise, the licensee should submit a plan and schedule to the Regional Engineer explaining when and where the exercise will take place.

Within 60 days of completing a tabletop exercise, the licensee should submit to the Regional Engineer an Evaluation report of the exercise including comments from participants and any recommendations for modifications to emergency procedures and the EAP.

#### **6-4.2.4 Functional Exercise**

The functional exercise simulates a dam failure and other specified events in a stress-induced environment with time constraints. The participants “act out” their actual roles in a simulated emergency. **Conducting a functional exercise should be a major goal of every exercise program.** It offers the opportunity to test participants’ responses in a full simulation under "real-life" conditions, but without a field deployment of resources.

A functional exercise is considered a “comprehensive exercise”.

##### **A. Purpose of Exercise**

The functional exercise is designed to evaluate the following factors under simulated conditions that provide realism and stress:

- The capabilities and responses of the licensee and emergency management personnel.
- The workability of the information in the EAP.
- Coordination between the licensee and emergency management personnel.
- Individual and system-wide performances.

##### **B. Participation**

The functional exercise involves the various levels of the licensee and emergency response personnel that would be involved in an actual emergency. The exercise should also include other representatives of localities that could be affected by a dam failure, such as elected officials and campground owners. Also, representatives from the National Weather Service should be invited since they are responsible for initiating Flood Warnings.

The individuals involved in the functional exercise should be those people who are responsible for the coordination and implementation of the EAP. They should be those individuals from the licensee and authorities that would be most active during a disaster.

A functional exercise can involve policy, coordination, and operational response personnel of the licensee and involved emergency management authorities. It is

sometimes difficult because of busy schedules or other commitments to get policy-level personnel involved in a functional exercise, but their presence is beneficial. The licensee should attempt to involve key personnel so that the appropriate level of importance is understood by management.

### C. Requirements

The Commission tries to have at least one comprehensive (i.e., functional or full-scale) exercise over a five year period in each river basin where there is a project required to have an EAP. This schedule is meant to ensure that licensee personnel and local emergency management authorities in each river basin do not have excessive lengths of time between exercises. If there are several dams owned by different organizations within a river basin or a licensee owns dams in adjacent basins, the following methods can be used to avoid excessive exercises:

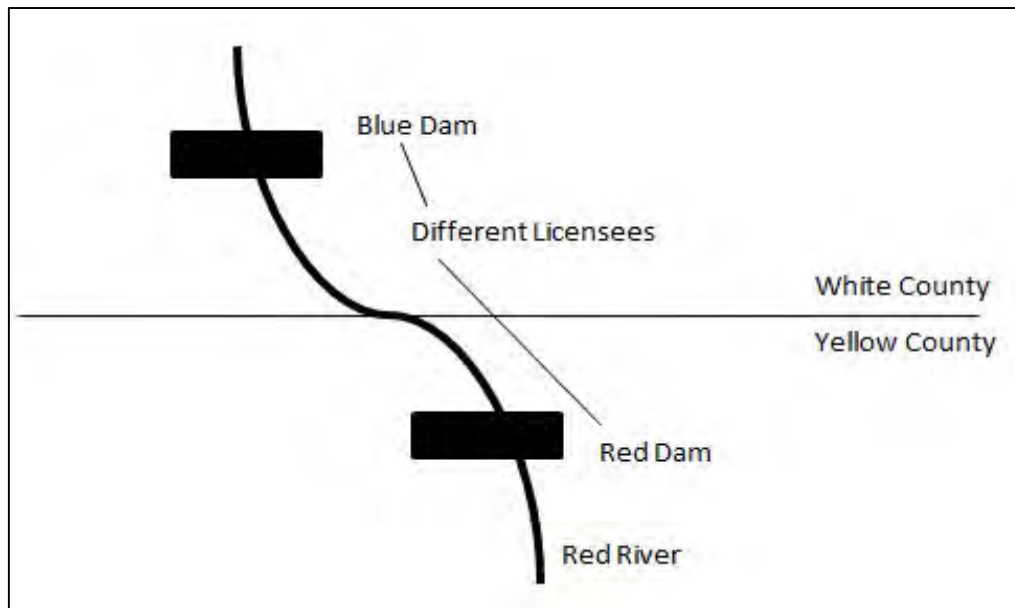
1. Combining Exercises. In river basins with dams controlled by more than one dam owner, exercises can be combined to include multiple projects (See Figure 1). The exercise can be combined with other licensees or non-jurisdictional dams (e.g., U.S. Army Corps of Engineers, U.S. Bureau of Reclamation) in the same basin. Also, licensees that have projects in adjacent basins but whose failures would affect similar emergency management authorities may choose to have a single functional exercise that includes both projects (See Figure 2).
2. Alternating Tabletop and Functional Exercises. Licensees that have projects in several river basins which overlap the jurisdictions of emergency management authorities can propose a combination of Tabletop and Functional Exercises over a five year period. For example if a licensee owns two dams in two nearby basins with many of the same emergency management authorities, the licensee may alternate functional and tabletop exercises between the two projects every five years.
3. Piggybacking on Other Functional Exercises. Emergency management authorities may have other functional exercises scheduled throughout the year for different hazards (e.g., earthquakes, terrorism) and licensees can suggest the dam failure exercise be included. This is acceptable only if the dam failure scenario is adequately exercised. The exercise should test the warning and notification procedures for licensee personnel, the workability of the EAP, and how the emergency management authorities would evacuate downstream inundation zones. The licensee would still be responsible for inviting all emergency management authorities affected by the dam failure to attend and preparing adequate messages to test the dam failure scenario.

Licensees with several projects in a single basin should strive to focus on a failure at a

different project within the basin every five years or assume a domino failure of more than one of their dams. Licensees should have personnel from their other projects attend the functional exercise. The goal is to include as many of the licensee's personnel from different dams in the comprehensive exercise.

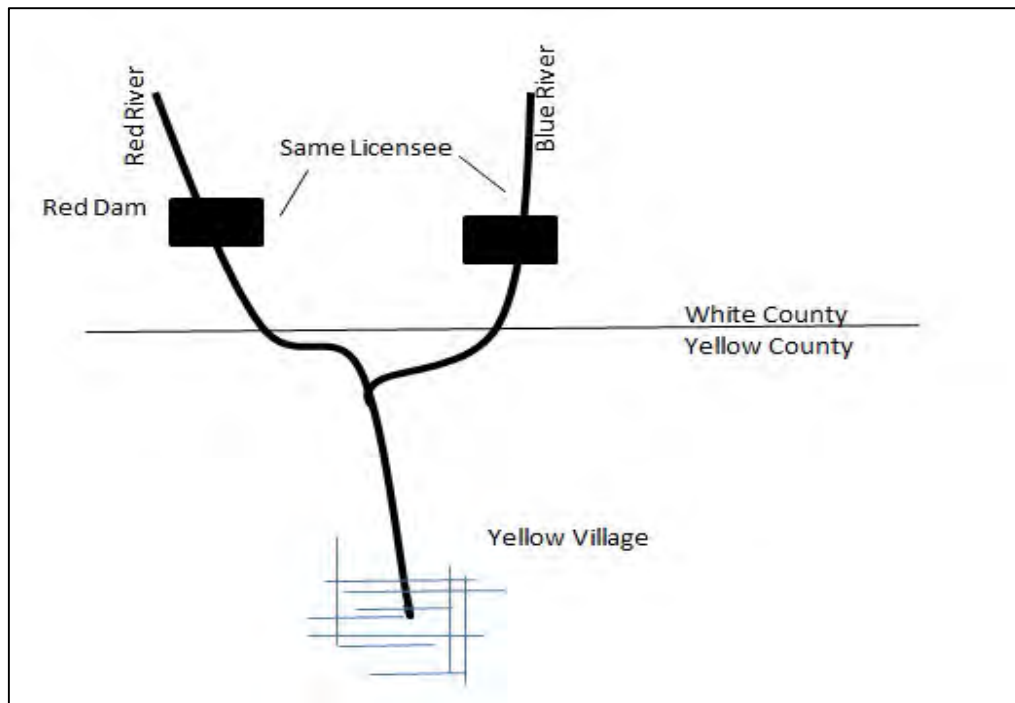
#### D. Preparation

Functional exercises should be performed after seminars, drills and tabletop exercises have been conducted. If reactions to earlier exercises are good, the policy-level personnel will be more likely to participate in a functional exercise.



**Figure 1 - Combined Functional Exercise**





**Figure 2 - Combined Functional Exercise**

Simulation of a realistic emergency requires the development of objectives, a scenario, a Master Scenario Events List (MSEL), a timed sequence of injects, and communication between participants and simulators. These items will be developed by the Exercise Planning Team (See Section 6-4.2.3 on preparation for tabletop exercises).

The MSEL consists of a list of events that would occur in chronological order that would happen during the exercise. To create a MSEL, it is beneficial to first create a list of *major events* itemizing the events from the beginning of the exercise to the conclusion that will require a response by the licensee or the emergency preparedness authorities. Then for each major event, a list of *detailed events* should be created that itemizes the details for each major event. Based on the detailed events and a list of expected actions players should take for each detailed event, the exercise planning team can prepare **injects**. The injects transmit details of the exercise to the participants so that they will be able to respond with an action or decision.

A MSEL will typically list the inject number, its delivery time, a short description, the responsible controller giving the message, and the receiving player.

Other preparation tasks for a functional exercise include assuring adequate physical facilities, organizing displays and materials, recruiting and training exercise participants, and planning for the exercise evaluation. The level of complexity needed for the

functional exercise should be commensurate with the anticipated site conditions and complexity of the notification procedures.

Because these tasks are so varied and dependent upon each other's completion, it is important to plan this preparation time carefully. Milestones should be established along with responsibilities for each of the major activities of preparation.

For Functional Exercises, an **Exercise Plan** can be prepared for each participant. Exercise Plans are general information documents that help operations based exercises run smoothly by providing participants with a synopsis of the exercise.

#### E. Where to Conduct Exercise

The exercise can be conducted with the participants in one location or with the participants located at their own facilities. Having exercises where people are stationed where they work has the added benefit of evaluating communications through expected emergency communication links. However, there is a greater possibility to lose containment of messages (e.g., exercise messages may be confused for an actual emergency). Also, all parties will have to assemble after the exercise in one location for the evaluation session.

If possible, the licensee should encourage the activation of the Emergency Operations Center (EOC) at the State or local level, as appropriate, so that the EOC members can practice a coordinated, effective response in a time-pressured, realistic emergency situation. If the actual EOC is not activated, the exercise should bring together the policy, coordination and operational officials of the licensee and emergency management authorities into a simulated EOC.

#### F. Conducting the Exercise

Prior to beginning a functional exercise, the licensee should hold a Player Briefing. The licensee should explain the EAP (including emergency level categories and inundation maps) and the roles of all parties during the emergency. Also, the licensee should describe the dam, other project facilities, and the downstream impacts from a dam failure.

The functional exercise begins with a scenario which sets the scene for the simulated event. Following the scenario, injects describing detailed events are distributed to the participants. The injects should cause the participants to respond or take action.

The exercise should be conducted in a real-time environment, although compressed-time or skip time may be necessary to involve emergency responders further downstream. After the initial stages, momentum of the exercise is determined largely by spontaneous interaction among participants and simulators. Scenario-related injects of increasing

complexity, threat, and pressure are interspersed in an emergency situation designed to test the participants' skills, knowledge, awareness, and ability to respond under simulated conditions.

The functional exercise is immediately followed by a Hot Wash that allows participants to evaluate their performance and lessons learned throughout the exercise. The Hot Wash should be conducted with exercise participants, planning team members, controllers, and evaluators. The Hot Wash should focus on (1) roles and responsibilities of all participants, (2) EAP and emergency response procedures, (3) necessary communications, and (4) the adequacy of materials, equipment, and staff levels. The Hot Wash should address the procedures that worked well and the procedures that did not work well. Responses from all participants involved in the exercise should be considered. Input should be received both orally and in writing through feedback forms.

Apart from the actual participants in the functional exercise, there are three roles that representatives of the licensee and/or emergency preparedness authorities should fill. These are the exercise controller, exercise simulators, and exercise evaluators.

The controller's responsibilities include monitoring the sequence of events as they unfold, the flow of injects, the overall conduct of the exercise, controlling the spontaneous injects by simulators, coordinating information among simulators, and responding to unplanned situations.

The simulators' responsibilities include sending pre-scripted injects at the scheduled time, responding to unanticipated actions by participants with spontaneous injects, and maintaining contact with the controller about the progress of the exercise.

The evaluators have the task of observing the actions and decisions of the participants during the exercise and contributing, along with the comments of exercise participants, to the formation of an evaluation report. In particular, evaluators will be looking to see how participants react to the scenario events and injects. Ideally, there should be an evaluation team with representatives from the licensee and planholders.

## G. Benefits

The functional exercise gives participants a fully simulated experience of being in a major disaster. The exercise provides the opportunity to test any functional area needed for an efficient response or recovery from an emergency. See Section 6-4.4 for a list of the five standard functions that should be included as a minimum in the exercise. Participants are able to assess the direction and control of the disaster management; the decision-making process, communication and information among participants, allocation of resources and staff; overall adequacy of resources to meet the disaster situation; and adequacy of current policies, plans, and procedures. The functional exercise also

encourages a spirit of cooperation and coordination between the licensee, the emergency management authorities, and the FERC.

#### H. Follow-up

Immediately after the Hot Wash has concluded, all controllers and evaluators should meet with other members of the exercise planning team to hold a Debrief (See Section 6-4.2.3.G). During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement. Following the Debrief, an evaluation should be performed to formalize what was learned.

A written Evaluation Report or After Action Report and any follow-up to the recommendations in the report are vital aspects of the exercise. Appendix 6-B contains a suggested format for the Evaluation Report. Alternatively, HSEEP provides guidance on the format for After Action Reports and Improvement Plans.

#### I. Reporting Requirements

At least 90 days before performing a functional exercise, the licensee should submit a plan and schedule to the Regional Engineer explaining when and where the exercise will take place.

Within 60 days of completing a functional exercise, the licensee should submit to the Regional Engineer an evaluation report of the exercise including comments from participants and any recommendations for modifications to the EAP.

### **6-4.2.5 Full-Scale Exercise**

The full-scale exercise is the most complex level of exercise. It evaluates the operational capability of all facets of the emergency management system (both licensee and State and local emergency management authorities) interactively in a stressful environment with the actual mobilization of personnel and resources. It includes field movement and deployment to demonstrate coordination and response capability. The participants actively "play-out" their roles in a dynamic environment that provides the highest degree of realism possible for the simulated event. Actual evacuation of critical residents may be exercised if previously announced to the public.

A full-scale exercise is considered a "comprehensive exercise."

#### A. Purpose of Exercise

A full-scale exercise is intended to evaluate the operational capability of licensee and agency participants in an interactive manner over a substantial period of time. It tests a

major portion of the basic elements existing within EAPs and the participants' actions to implement the EAPs in a stressful environment. Full-scale exercises test the mobilization of personnel and resources and the actual movement of emergency workers, equipment, and resources required to demonstrate coordination and response capabilities.

#### B. Participation

A full-scale exercise should include all participants that would be included in a functional exercise (e.g., policy makers, coordination personnel, operations personnel, National Weather Service, elected officials). In addition, the exercise should include response personnel that are responsible for such things as road closures, evacuations, and medical attention during an actual emergency. The exercise may include volunteers or local residents that could be affected by a dam failure.

#### C. Requirements

The Commission tries to have at least one comprehensive (i.e., functional or full-scale) exercise over a five year period in each river basin where there is a project required to have an EAP. Due to the complexity and expense in terms of personnel and equipment, the full-scale exercise will normally be performed at the licensee's option. The Regional Engineer may require a full-scale exercise for project-specific reasons or a lack of confidence in previously performed lower level exercises. For additional information refer to the Requirements for Functional Exercises in Section 6-4.2.4.

#### D. Preparation

Full-scale exercises should be the culmination of an exercise development program that has grown with the capacity of the participants to conduct exercises. This should also include an ongoing cycle of progressively more in-depth exercises and evaluations.

For agencies or local communities, full-scale exercises require considerable preparation and can often be aimed at practical tests of "first-in" responders, including police, fire, and medical personnel. They can be used to test triage (dealing with casualties) procedures, on-scene management of resources, and coordination through field command posts.

Careful consideration should be given to selecting the day, date, and time for any exercise. The inclusion of these types of considerations should be left to the agencies since they can best assess the benefits and constraints of doing so.

Ample warning should be given to the public so there is no confusion for an actual emergency.

The scope, statement of purpose, objectives, scenario, MSEL, and injects should be developed by an Exercise Planning Team. (See Sections 6-4.2.3D and 6-4.2.4D on preparation for tabletop and functional exercises)

In any exercise, a real emergency might occur, especially during a lengthy full-scale exercise. During a real emergency, it may be necessary for some participants to leave. If possible, both the licensee and emergency preparedness authorities should ensure there are enough personnel and equipment not involved in the exercise to respond to a real emergency.

#### E. Where to Conduct Exercise

Because a full-scale exercise requires the mobilization of personnel and resources, careful consideration must also be given to the selection of an exercise site. The primary factor here is one of adequate space, financial capability, and support.

During the exercise, participants should make use of designated Emergency Operations Centers. Field sites should focus on areas that could be impacted by a dam failure.

#### F. Conducting the Exercise

A full-scale exercise adds a field component that interacts with a functional exercise through simulated injects. Other major components of a full-scale exercise include testing the deployment of seldom-used resources; involving policy, coordination, operational, and field response personnel and resources; and testing a major portion of EAPs, resources, and capabilities.

Full-scale exercises add an integration and coordination component to the functional exercise. They do not substitute for simulation; instead, they complement it. Events and injects may be complex and detailed. Many of the injects will be pre-scripted and scheduled, while others may be dynamically input by controllers in response to the flow of the exercise.

As with the functional exercise, the controller is responsible for assuring that the exercise starts on schedule. Simulators and evaluators should keep a log of all significant events. Also, each participant should log its actions as much as possible. Videotaping the exercise and evaluation can be beneficial.

The safety and well-being of participants and the general public is a major factor for the full-scale exercise. A safety officer should be designated to analyze and oversee the entire exercise from a safety perspective.

At the conclusion of the exercise, the participants, planning team members, controllers, and evaluators will need to meet in one location for the Hot Wash. The Hot Wash should focus on (1) roles and responsibilities of all participants, (2) EAP and emergency response procedures, (3) necessary communications, and (4) the adequacy of materials, equipment, and staff levels. The Hot Wash should address the procedures that worked well and the procedures that did not work well. Responses from all participants involved in the exercise should be considered. Input should be received both orally and in writing through feedback forms.

#### G. Benefits

Full-scale exercises draw media and community attention to emergency preparedness; teach by doing; test total coordination, not only among policy and coordination officials, but also field forces; test many licensee and agency emergency management functions at one time; evaluate cooperation; and point out physical resource capabilities. They can be a true test of the total emergency management system and the effectiveness of a specific EAP.

Full-scale exercises greatly expand the scope and visibility of the exercise program. A well designed, full-scale exercise can be used to obtain a great deal of favorable media attention. In fact, a full-scale exercise of any magnitude will draw media attention whether it is sought or not. Therefore, it is wise to include the media in any exercise plans. The media can be extremely helpful in a number of ways, and it will increase realism if they are present. Alternatively, a poorly conducted exercise can create credibility problems for the licensee's entire EAP program.

#### H. Follow-up

Immediately after the Hot Wash has concluded, all controllers and evaluators should meet with other members of the exercise planning team to hold a Debrief (See Section 6-4.2.3G). During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement. As part of the Debrief, an evaluation should be performed to formalize what was learned.

Based on findings from the Debrief, the licensee should prepare and submit a written Evaluation Report or After Action Report and follow up on the recommendations in the report. Appendix 6-B contains a sample outline for an exercise Evaluation Report. Alternatively, HSEEP provides guidance on the format for After Action Reports and Improvement Plans.

## I. Reporting Requirements

At least 90 days before performing a full-scale exercise, the licensee should submit a plan and schedule to the Regional Engineer explaining when and where the exercise will take place.

Within 60 days of completing a full-scale exercise, the licensee should submit to the Regional Engineer an evaluation report of the exercise including comments from participants and any recommendations for modifications to the EAP.

### **6-4.3 Licensee's Role for Developing and Conducting Exercises**

The design of an effective exercise depends on the coordination and cooperation of the licensee, the FERC, and the emergency management authorities. Ideally, the licensee should chair the exercise. It may also be appropriate for an emergency management authority representative to co-chair the exercise. The licensee should assemble an Exercise Planning Team who will design, develop, conduct, and evaluate the exercise. It is beneficial to include members of organizations and agencies that are participating in the exercise, but not participants themselves. The licensee does not necessarily have to serve as the controller or facilitator of the exercise.

As chair, the licensee should oversee the development of the exercise. It has the responsibility to coordinate the schedule for the actual exercise, including the seminars, drills, tabletop exercises, etc. The licensee should advise the Regional Engineer of the plan and schedule for the exercise, including the date of each aspect of the exercise. (See Section 6-2.2.3 for reporting requirements.)

The primary function of a comprehensive exercise is to test the response of the licensee and emergency management authorities from a dam failure. The licensee, as chair, should ensure that this remains the primary focus of the exercise.

The licensee should define the scope of the exercise and write a statement of purpose prior to contacting the emergency management authorities to coordinate an exercise. The statement of purpose can be used to tell the authorities about an exercise. The licensee should clearly set forth for the authorities the aspects of the EAP that it wants to examine and the level of involvement of the State and local authorities. The local authorities may introduce other emergencies that could occur at the time of the dam failure to test their capabilities to respond to several incidents at one time.

The FERC will provide assistance, as necessary. The FERC will participate in the exercise as an observer and will participate in the follow-up evaluation of the exercise.



#### 6-4.4 FERC Goals and Objectives

The Commission's main objective of the EAP exercise program is to ensure that EAPs are periodically reviewed and that each EAP is workable in an actual emergency. A licensee's exercise program should build on the competencies developed from simpler exercises to achieve greater success with more complex exercises. Before a comprehensive exercise can be conducted, it is necessary to lay the groundwork for that exercise. Seminars, drills, and a tabletop exercise should be performed before the comprehensive exercise is conducted. The FERC focuses primarily on high hazard dams in identifying those projects that warrant a comprehensive exercise.

A comprehensive exercise consists of either a functional or full-scale exercise. A full-scale exercise of a simulated emergency is the ideal approach to evaluate every participant's knowledge, understanding, and reaction to a dam failure event. However, practical considerations indicate that full-scale exercises may not be appropriate in all cases. Due to the complexity and expense in terms of personnel and equipment committal, the full-scale exercise will normally be executed at the option of the licensee unless peculiar circumstances of a particular project or lack of confidence in previously performed lower level exercises warrants the Regional Engineer to require a full-scale exercise. **Therefore, the Commission's goal is to have licensees conduct a functional exercise of an EAP as their comprehensive exercise.**

Each EAP is unique and each exercise must be tailored to the EAP being tested. For example, several unique applications to a dam failure event include the verification of failure, the moving or expanding nature of the area in danger, the impacts on timing of response, the disruption of transportation, areas that will become isolated due to flooding, alarms and sensors to detect a dam failure emergency, and concern for transients and recreationists (i.e., hikers, boaters, fisherman, campers). Other complications could include the extent of flooding depending on the conditions at the time of failure, power and communication outages, and failure during times of darkness and on weekends or holidays. In addition, there are site specific concerns and complications that should be considered.

There are five standard functions or capabilities of the emergency preparedness authorities that should be included in a comprehensive exercise. When coordinating with State and local emergency management authorities during the development of a comprehensive exercise, the licensee should advise the authorities that it would like the exercise to focus on at least the following five functions:

##### A. Alert, Notification, and Warning

This tests the communication system, the primary and/or alternate back-up systems, and the messages to determine if they are appropriate and clearly understood. It verifies the

names and phone numbers on the notification flowchart and their order of priority. Remote sensing equipment should be tested at unattended dams prior to or at the start of a comprehensive exercise.

#### B. Direction and Control Function

This tests and evaluates the emergency operations capability and timely response in a stressful environment. It includes the response to health problems, fire, downed power lines and loss of life, including drownings.

#### C. Evacuation

This is a key issue in the exercise as it tests the participants' understanding of the inundation maps. Experience indicates the inundation boundaries and the road names thereon may not always be clear and fully understood. Maps are often revised as a result of the exercise.

#### D. Shelters

This reveals those shelters that should not be used because they are in the flood plain or access to the shelters is affected by transportation through the inundation area.

#### E. Public Information

This tests the capability to issue timely and accurate information for a dam failure event.

The licensee, in discussing these five areas with the State and local emergency management authorities, should provide the authorities with opportunities to identify other areas they believe should be exercised to evaluate their effectiveness to respond to situations unique to a dam failure situation.

There are four major results that should be achieved through an EAP exercise:

##### A. Develop a Spirit of Cooperation

This is to include the licensee, the State and local emergency management authorities, and the FERC. Without a cooperative spirit, the EAP program will not be as successful.

##### B. Exchange of Knowledge

During the exercise, the licensee, the FERC, and the State and local emergency management authorities will help each party to understand their individual responsibilities and capabilities. The exercise also provides the opportunity to ensure that

all parties clearly understand the EAP, particularly critical matters such as the data presented on the inundation maps and the notification flowchart. The exercise process should also reveal deficiencies in resources and information available to the licensee and the State and local emergency management authorities.

### C. Evaluation of EAP Exercises

The purpose of the exercise is to identify areas for improvement of the EAP. One of the follow-up requirements to drills and tabletop, functional, and full-scale exercises is a Hot Wash to find out what each person has learned and if anything should be revised. The Hot Wash should be held immediately after the exercise. The participants should be asked for comments in a discussion format as well as in written form. The participants should be encouraged to suggest changes to the EAP that would improve the plan and help them perform their responsibilities during emergencies. Immediately after the Hot Wash has concluded, all controllers and evaluators should meet with other members of the Exercise Planning Team to hold a Debrief (See Section 6-4.2.3G). During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement.

Following the exercise, a written evaluation report must be prepared by the licensee and submitted to the Regional Engineer. See Section 6-2.2.3 for reporting requirements and Appendix 6-C for a suggested report format.

The evaluation report does not need to be elaborate; it should be clear and concise in the presentation of the information required. The report should include:

- Documentation and an evaluation of the various aspects of the exercise, including the timeliness of responses and areas of concern.
- Observations and recommendations that result from the exercise,
- A summary of the Hot Wash comments and lessons learned by the participants,
- Comments made during the Hot Wash and Debrief from the licensee and the participating emergency management authorities regarding their respective participation in the exercise.
- The participants' written evaluations,
- Any subsequent clarification or discussions, and

- A plan and schedule to make changes to the EAP or other follow-up actions.

#### **D. Revision to EAPs**

An exercise may reveal areas of the EAP that require revisions. This should reveal the strengths and weaknesses of the EAP, including specified internal actions, external notification procedures, and adequacy of other information, such as inundation maps.

The Commission offers the "Emergency Action Plan Exercise Design Course" at various locations throughout the United States at least once a year. This course is tailored for licensees and other dam owners. The course includes an invited speaker from a FERC - licensed project to provide the "licensee perspective" related to the design of an EAP exercise. The Commission endeavors to also invite other appropriate agencies, such as the National Weather Service, State dam safety officials, and local emergency management authority personnel to contribute to the course instruction. We recommend licensees encourage their local emergency management authority personnel to participate in the course. The FERC Regional Offices should be contacted for availability of this course.

Another source of "hands-on" training is to attend tabletop, functional, or full-scale exercises. Licensees can contact Regional Offices for a list of upcoming exercises and contact information. As licensees develop and conduct their exercises, they are encouraged to invite other licensees as observers or evaluators. As a licensee observes an actual exercise, it may identify deficiencies in its own plans and will be able to make improvements before it holds its own exercise.

CONTRACT  
***Charter Township of Ypsilanti***

AGREEMENT is made this 15th day of January, 2019, by the Charter Township of Ypsilanti located at 7200 Huron River Drive, Ypsilanti, MI 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

The COUNTY will allocate and fully support a dedicated, approximate half-time professional project manager to lead the ReImagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days, upon receipt of an invoice in calendar year 2019 and 2020 in the amount of three thousand dollars, for a total of six thousand dollars.

ARTICLE III - TERM

This contract begins on January 1, 2019 and ends on December 31, 2020.

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 Charter Township of Ypsilanti and the County, their successors and assigns. Neither the County nor the Charter Township of Ypsilanti 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 one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Charter Township of Ypsilanti 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 CONTENT:

Charter Township of Ypsilanti

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

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

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

BY: \_\_\_\_\_  
Karen Lovejoy Roe (DATE)  
Charter Township of Ypsilanti Clerk

REVISED: 6/1/00

# 2019-2020 Relmagine Washtenaw Work Plan



## **2019 Tasks:**

1. Mid-Block Crossing at County Service Center – Organize and coordinate necessary stakeholders and funding sources to plan, design, and facilitate construction of Super Stop and adjacent Mid-Block Crossing at the County Service Center. Coordinate and facilitate expansion of the Park N Ride agreement between AAATA and County to support AAATA investment in Super Stop.
2. Facilitate multi-jurisdictional working group of transportation engineers in development of common mid-block crossing design elements – an effort begun in 2017, that will now re-convene in 2019. Common mid-block crossing elements will improve regional safety by providing a recognizable design for motorists and pedestrians that will serve to minimize confusion.
3. Promotional 3-5 min. Video of Relmagine Washtenaw – Work with video producer or other organization to develop promotional video of Relmagine Washtenaw, the history of the project, why improvements are called for, what the current challenges are, what strategy is being employed to implement the vision.
4. Ypsilanti Township CDBG-funded Sidewalk Infill project – Assist Ypsilanti Township to secure remaining easements, manage CDBG Sub-Recipient contract, including final engineering, RFP and Construction.
5. AAATA BRT Lite Implementation – Provide support to AAATA, as requested, in next steps for BRT Lite implementation, including Transit Signal Priority, Super Stops, Queue Jump Lanes, and Express (limited stop) service implementation. Coordinate and align BRT Lite implementation with Relmagine Washtenaw's 2014 Corridor Improvement Study.
6. Support Ypsilanti Township Master Plan and Zoning Ordinance implementation – which is an opportunity to implement walkable, mixed-use, development at nodes within the Township along the corridor.
7. Provide support and assistance to City of Ann Arbor planning - to develop new Transit Oriented Development zoning district that could be applied to various corridors including Washtenaw Ave., which would serve to safeguard the adopted goals and speed implementation of Relmagine Washtenaw.

## **On-Going Tasks:**

8. Explore, support and/or Conduct feasibility studies – for specific corridor improvements that advance Relmagine goals, or specifically called for in the 2014 Corridor Improvement Study. These might include Super Stops, Mid-Block Crossings, Queue Jump Lanes, Traffic Signals, and sidewalk infill, among others.
9. Resource for local units to – A: identify future easement needs, B: coordinate with property owners and developers to acquire easements for sidewalks or adequate public access, C: assist with easement drafting/recording.
10. Attend quarterly MDOT Jackson Office regional biking/walking working group, which is a group to exchange project ideas, best practices, and upcoming training/conferences.
11. Project Management – Continue to prepare agendas, meeting materials, meeting location for monthly Joint Technical Committee meetings.
12. Sidewalk Infill – Support Local Unit efforts to complete sidewalk infill, whether through grant applications, data support, CDBG Urban County funding, etc. Coordinate and seek available MDOT Safety funding for sidewalk,

and support funds currently allocated for 2019-2020 to City of Ypsilanti for critical infill location next to Dom Bakeries. Prioritized list of top 6 sidewalk infill locations provided to MDOT in 2018 – follow up for additional possible projects to fund.

13. Find Opportunities to Utilize Act 381 Brownfield Tax Increment Financing Incentives – to support corridor redevelopment consistent with long-term vision for corridor.
14. Utilize Social Media and Website to Promote Project – Update social media and website with latest news, information, improvements and accomplishment. Project Manager is available to media and public for information and resources to advance and publicize the project.

*\*This proposed Work Plan reflects an anticipated reduction in staff time dedicated to project management, which will result in reduced stakeholder financial support request from \$5,000 to **\$3,000** for each of the four local units, and \$15,000 to **\$9,000** for TheRide.*



*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
HEATHER JARRELL ROE  
MONICA ROSS-WILLIAMS  
JIMMIE WILSON, JR.



**Supervisor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 481-0617  
Fax: (734) 484-0002  
[www.ytown.org](http://www.ytown.org)

TO: Karen Lovejoy Roe, Clerk  
FROM: Brenda L. Stumbo, Supervisor *Brenda*  
DATE: January 28, 2019  
RE: Agreement with Issue Media Group for On the Ground program 2019 in the amount of \$12,000, budgeted in line item 101-956-000-801-000

Please place the attached agreement with Issue Media Group on the February 5, 2019 agenda. This agreement is for the On the Ground Program, it is a renewal of our 2018 agreement with them. The cost is \$12,000 and is budgeted in 101-956-000-801-000.

If you have any questions, please let me know.

Attachment

tk

cc: Township Attorney



## Issue Media Group & Charter Township of Ypsilanti Partnership - On The Ground Program 2019

### Strategy

Issue Media Group (IMG) will use an embedded journalism model to maintain a presence in Ypsilanti and Ypsilanti Township from January-December of 2019 to continue coverage of On The Ground Ypsilanti, launched in July of 2017. Stories will run in IMG's Ann Arbor area publication, Concentrate.

Concentrate will focus weekly coverage on the area to tell the story of the businesses, nonprofits, community groups, artists, neighborhood organizations and residents who live there.

### On The Ground Program

Concentrate's project editor will maintain a presence in Ypsilanti and Ypsilanti Township as well as attend regular events and convenings, and host quarterly dedicated editorial advisories to engage residents and stakeholders for story ideas and networking.

Throughout the program, Concentrate will publish weekly content, send a monthly dedicated mailing, and manage consistent social media coverage about Ypsilanti and Ypsilanti Township. Concentrate will produce, cover, and promote a finale event upon completion of the project.

IMG produces a comprehensive evaluation of the program after completion.

Charter Township of Ypsilanti ads can be placed alongside On The Ground content in Concentrate.

### Coalition

The On The Ground program will be funded by a coalition of partners. The following organizations are expected to fund the project:

- Charter Township of Ypsilanti
- Washtenaw County Administration
- Washtenaw County Parks and Recreation Commission
- Destination Ann Arbor
- Ann Arbor SPARK
- Eastern Michigan University
- Ann Arbor Ypsilanti Regional Chamber
- Ann Arbor Area Transportation Authority
- Pittsfield Charter Township - pending
- Downtown Association of Ypsilanti - pending
- City of Ypsilanti - pending
- Ypsilanti DDA - pending
- Michigan Works! - pending
- Habitat for Humanity - pending

Charter Township of Ypsilanti	\$12,000
Program total	\$120,000*

\*this project and budget are designed for Ypsilanti/Ypsilanti Township specifically

### Contract Terms

Payment terms: Payment due upon receipt of invoice(s).

Contract duration: January – December 2019

No amendment, change or modification to this contract will be effective unless it is in writing and signed by both parties. Either IMG or Charter Township of Ypsilanti may terminate this contract for any reason by giving the other party 30-days written notice.

This contract contains the entire agreement between IMG and Charter Township of Ypsilanti, and there are no other conditions in any other written or oral agreement concerning the subject matter in this contract. This contract supersedes any prior written or oral agreement between IMG and Charter Township of Ypsilanti.

### Issue Media Group's Underwriting Policy

Issue Media Group (IMG) offers its underwriters the opportunity to directly align their brands with content about talent, innovation, diversity, and place. In addition, IMG provides corporations, governments, institutions, nonprofits, and foundations with similarly focused missions a way to use their media budgets to support and expand coverage of job growth, economic development, real estate, non-profit innovation, city building, and place making.

Underwriting is the basis of our model as a publication. Underwriters are considered crucial to our organization and their support is the reason that IMG is able to produce content within a broad spectrum of topics. Support from underwriters allows IMG to dedicate editorial resources to cover key issue areas that are of importance to both the underwriter and IMG's mission.

We work with like-minded stakeholders who have shared values and missions.

Because of our intersecting interests, we may cover our underwriters' work journalistically. However, IMG observes strict boundaries regarding the direction, review, and approval of content that is published.

IMG encourages underwriters to pitch ideas through Editorial Advisories and to our editorial teams. We value the knowledge our partners bring to our work, and we encourage underwriters to send story ideas, trends in underwriters' areas of expertise, and press releases. However, published content is at the discretion of the editorial teams and all final decisions regarding content are made without client approval.

While underwriters are not allowed to review or approve content, IMG works with them to establish focus areas that will be included in coverage. If an underwriter desires the ability to direct or edit content, the content will be considered "Partner Content," and given a treatment that distinguishes it from editorial content. The underwriter's logo will be embedded in the story and a transparency statement will be included.

IMG works with underwriters to fully understand the issues they care about. However, IMG trusts its editorial teams to shape stories around issues in a way that will resonate with readers.

IMG honors truthfulness and strives to avoid conflicts of interest in our reporting. This includes real conflicts and acts that may appear to be a conflict. To this end, we opt to disclose any relationships with underwriters that could be perceived as complicating our journalistic mission.

Partnership Approval

By signing this proposal, the undersigned Client representing Charter Township of Ypsilanti authorizes IMG to proceed with the work described in this proposal and to bill according to the terms indicated above.

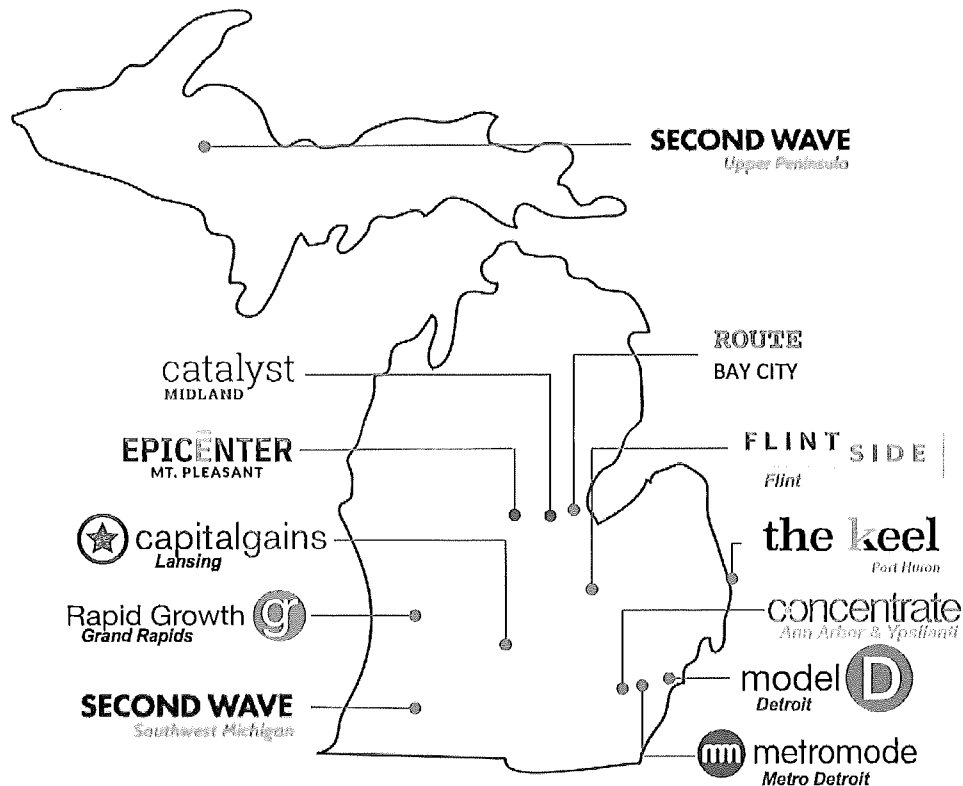
Accepted by Charter Township of Ypsilanti:	Accepted by IMG:
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Name	Paul Schutt
<hr/>	<hr/>
Date	Date

### About Issue Media Group and Concentrate

Issue Media Group publishes weekly digital magazines focused on what's next for cities and regions across the country. IMG publications aim to connect readers to their city's most visionary and active people, businesses and organizations—the people who are making changes and solving problems.

IMG publications cover corporate growth to small neighborhood movements, highlighting the development and innovation that are propelling cities and communities forward. IMG magazines focus on solutions journalism and cover topics such as economic and neighborhood development, healthy communities, arts and culture, entrepreneurship, non-profits, sustainability, leadership, and technology.

IMG's 12 Michigan publications reach roughly 1.4 million readers across the state. Concentrate, which focuses on Ann Arbor and Ypsilanti, has 169,685 annual readers, a 23% increase since 2017. Concentrate's social media presence is growing, too. With a 47% increase in Facebook followers this year, Concentrate is now able to reach more readers than ever before.




*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
HEATHER JARRELL ROE  
MONICA ROSS-WILLIAMS  
JIMMIE WILSON, JR.



**Supervisor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 481-0617  
Fax: (734) 484-0002  
[www.ytown.org](http://www.ytown.org)

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: February 1, 2019

RE: Retainer Agreement with Governmental Consultant Services, Inc., budgeted in #101-101-000-801-000

Please place the attached agreement with Governmental Consultant Services, Inc. on the February 5, 2019 agenda. This agreement is for lobbyist services for a three (3) year period, 2019-2021 and is budgeted in 101-101-000-801-000.

If you have any questions, please let me know.

Attachment

tk

cc: Township Attorney

## **RETAINER AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January 2019 by and between Governmental Consultant Services, Inc., a Michigan Corporation with its principal office located at 120 North Washington Square, Suite 110, Lansing, Michigan 48933, First Party, hereinafter referred to as GCSI, and Charter Township of Ypsilanti, a Michigan unit of government, located in Ypsilanti, MI, Second Party, hereinafter sometimes called YPSILANTI TOWNSHIP.

### **GCSI'S REPRESENTATIONS AND WARRANTIES**

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has Corporate Power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate Corporate Officers and is duly authorized by its Board of Directors.

### **YPSILANTI TOWNSHIP'S REPRESENTATIONS AND WARRANTIES**

2.1 YPSILANTI TOWNSHIP has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. YPSILANTI TOWNSHIP has Power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Officers and is duly authorized by its Board of Directors.



### **AGREEMENT**

3.1 YPSILANTI TOWNSHIP does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding YPSILANTI TOWNSHIP in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist YPSILANTI TOWNSHIP in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed and it is further agreed that GCSI's officers and employees are not employees of YPSILANTI TOWNSHIP and that GCSI is not, except as herein provided, subject to control by YPSILANTI TOWNSHIP.

### **COMPENSATION**

4.1 For and in consideration for such services YPSILANTI TOWNSHIP agrees to pay GCSI and GCSI agrees to accept during the term of this Agreement, the sum of \$3,023.50 on the first day of each month commencing January 1, 2019 for calendar year 2019, the sum of \$3,113.50 on the first day of each month commencing January 1, 2020 for calendar year 2020, and the sum of \$3,206.50 on the first day of each month commencing January 1, 2021 for the remainder of the Agreement, for professional services.

### **COSTS AND EXPENSES**

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event, YPSILANTI TOWNSHIP shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved by YPSILANTI TOWNSHIP prior to the time the same are incurred.

**TERM**

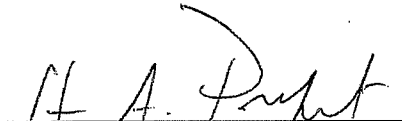
6.1 The term of this Agreement shall be for a minimum of 36 months, and continuing thereafter on a month-to-month basis until written notice of termination has been served with 90 days' prior notice by either party hereto.

**NON-ASSIGNABILITY**

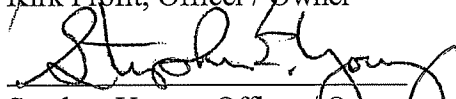
7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**GOVERNMENTAL CONSULTANT SERVICES, INCORPORATED**

  
Kirk Profit, Officer / Owner

\_\_\_\_\_  
Date

  
Stephen Young, Officer / Owner

\_\_\_\_\_  
Date

**CHARTER TOWNSHIP OF YPSILANTI**

\_\_\_\_\_  
Brenda Stumbo, Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Lovejoy-Roe, Clerk

\_\_\_\_\_  
Date



## Friends of the Border to Border Trail

[www.bordertoborder.org](http://www.bordertoborder.org)

706 Dwight Street  
Ypsilanti, MI 48198  
wolverbob@gmail.com  
734-487-9058

November 29, 2018

Charter Township Of Ypsilanti  
Stuart Collis  
Chairman - Park Commission  
7200 S. Huron River Dr.  
Ypsilanti, Mi 48197

RE: Bicycle Repair Stand Donation

Dear Stuart

The Friends of the Border To Border Trail, a group dedicated to “completing, enhancing, and encouraging the use of the Border To Border Trail in Washtenaw County”, is very happy to donate a bicycle repair station to the Township for installation adjacent to the Trail in Loonfeather Point Park. The Park is an ideal location as it not only would allow Trail users to use the station, but is also adjacent to a large residential area for people to use. This donation was made possible through a generous grant from the REI Co-Op earlier in 2018.



The bicycle repair station, consisting of a tool stand, tire pump with a gauge, and a wheel parking support, is valued at \$1600 and is manufactured in the U.S. by the Dero Corporation. A photo of a repair stand we donated to the City of Ann Arbor for Argo Cascades Park is on the left. The REI grant will allow for us to not only install this station, but also five more along the Border To Border Trail in Washtenaw County.

As with other bicycle repair stations we have donated, we would ask that the Township provide a concrete mounting pad (recommended to be 36" x 36" x four inches deep). We would also ask the Township to install the repair stand, of which instructions are included with every stand.

Thank you for accepting this donation, and for the Township's continued support of the Border To Border Trail.

Sincerely,  
Bob Krzewinski  
Chairman  
Friends of the Border To Border Trail





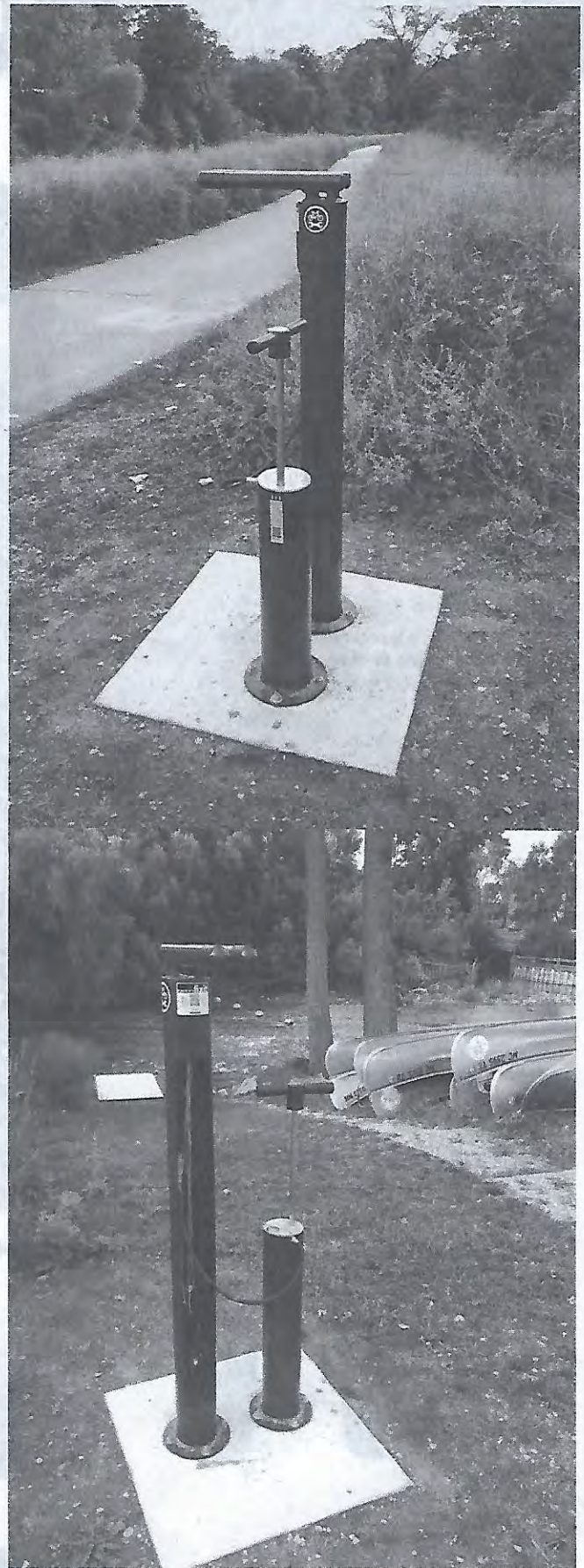
**Friends Of The  
Border To Border Trail**  
[www.bordertoborder.org](http://www.bordertoborder.org)

The Friends of the Border To Border Trail ([www.bordertoborder.org](http://www.bordertoborder.org)) received a grant from REI to purchase bicycle repair stands to be placed along the Border To Border Trail and we would like to donate one of these stands (value of \$1500) to Ypsilanti Township. The bike repair stands, made by Dero, incorporate a work stand, a set of tools and a bike tire pump with a pressure gauge and have been installed by the City of Ann Arbor and Eastern Michigan University.

The repair stands, which are weather proof and vandal resistant, can be viewed at <https://www.dero.com/product/fixit>. For a location of the bike repair stand, we would like to request it be placed in Loonfeather Park adjacent to the Border To Border Trail. This location would not only allow Trail users to use the stand but also residents who live near the Park.

The only request we would have would be for the Township to provide a 36" x 36" x 4" concrete mounting pad for the bicycle repair stand and air pump. Installation instructions can be viewed at <https://www.dero.com/installation/fixit.pdf>.

Bob Krzewinski  
Friends of the Border To Border Trail  
[wolverbob@gmail.com](mailto:wolverbob@gmail.com)  
734-487-9058 (home)  
734-218-3307 (cell)





Hanger arms accommodate most types of bikes

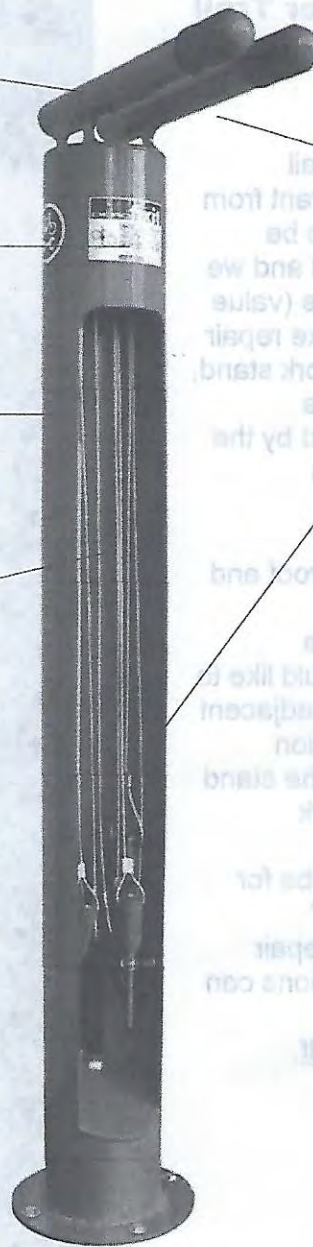
QR code takes smart phone users to comprehensive bike repair web site

Large surface area for sponsorship, branding, or way-finding signage

Tools are secured with braided stainless steel aircraft cables



Optional pumps are available with pump heads that accommodate both Schrader and Presta valves



Hanger is ADA compliant

Includes most commonly used tools for simple bike maintenance

Screwdrivers and Allen Wrenches are on swivel connectors for easier use



Tools included:  
Phillips and flat head screwdrivers  
2.5, 3, 4, 5, 6, 8mm Allen wrenches  
Headset wrench  
Pedal wrench  
8, 9, 10, 11mm box wrenches  
Tire levers (2)

## FINISH OPTIONS

Galvanized



Stainless



Powder Coat

White	Black	Light Gray RAL 7042	Deep Red RAL 3003	Yellow RAL 1023
Chartreuse yellow	Orange RAL 3004	Red RAL 3001	Iron Gray 7011	Hunter Green RAL 6005
Light Green RAL 6018	Green RAL 6016	Sepia Brown RAL 8014	Bronze	Silver 9007
Dark Purple	Flt Black	Wipe Red RAL 3005		

Thermoplastic

Black	Green	Red	Gray	Brown
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**CHARTER TOWNSHIP OF YPSILANTI  
PARK COMMISSION  
APPROVED MINUTES OF THE September 10th, 2018 REGULAR MEETING**

*Park Commission Agendas and Minutes are available on the township website at <https://ytown.org/park-commission>*

*The Park Commission held an Open House from 6:30 – 7:30pm for the purpose of collecting input from residents about the township parks. This open house is part of the process of developing the Master Plan 2018-2019. The open house was held in the first floor of the civic center. It was led by consultant Chris Nordstrom, Landscape Architect with CWAPLAN and hosted by the park commission.*

*Park Commissioners Present: Stuart Collis, Edward Burnett, Elizabeth Corder, Gloria Peterson, Jennifer Sporer, David Streeter, and Debbie Swanson*

*Township Trustees Present: Supervisor Brenda Stumbo, Clerk Karen Lovejoy-Roe, Trustee Monica Ross-Williams*

*Township Staff: Angela Verges and Wayne Dudley*

*Additional Elected Officials: Washtenaw County Commissioner District 6 Ricky Jefferson*

*Residents visited stations with pictures of township parks and shared ideas, comments, and concerns.*

**I. Call to Order**

Commission Chair Collis called the meeting to order at 7:35 p.m. in the Charter Township of Ypsilanti Civic Center's Board Meeting Room.

**II. Roll Call**

**Commissioners Present:** Edward Burnett, Stuart Collis, Elizabeth Corder, Gloria Peterson, Jennifer Sporer, David Streeter, and Debbie Swanson

**Commissioners Absent:** None

**Staff Present:** Angela Verges and Wayne Dudley

**Township Trustees Present:** Monica Ross-Williams

**III. Determination of Quorum**

Quorum present

**IV. Approval of Agenda**

Motion to approve the agenda made by Peterson

Seconded by Corder

Motion Carried Unanimously

**V. Approval of Minutes – August 6<sup>th</sup> 2018**

Motion to approve August 6<sup>th</sup> 2018 minutes with corrections made by Peterson

Seconded by Streeter

Motion Carried Unanimously

*\*Two corrections are reflected in the August 6<sup>th</sup> Minutes: Peterson was not present at the August 6<sup>th</sup> Meeting and the park commission was told the suggestions they made for the parks survey were*

*adopted but these suggestions (combining part 3 and the wording on #4) were not reflected in the final copy of the survey that was released to the public*

## **VI. Citizens Participation**

### **A. Jazz Festival Proposal by Mark Wright**

Ypsilanti Township resident Mark Wright shared “Jazz in the Park” a proposal for holding a special event in one of the township parks in the summer of 2019. Mark Wright and Kevin Porter of Smooth Jazz Live Incorporated a non-profit organization with 501 (C) status shared the proposal with the park commission and answered commissioners questions. The discussion and questions focused on logistics, budget projections, location, and understanding the information presented in the proposal. It was agreed that the proposal would be presented again after some of the questions from the park commission were addressed and more details were included in the proposal. Commissioner Burnett agreed to work with the organization on the proposal. Hosting a Jazz event in one of our parks has been a goal of park commissioner Burnett since his term began.

## **VII. Reports**

### **A. Commissioner Reports**

Swanson expressed concern about the tree trimming and clearing that was done in North Bay Park at the northwest corner of the park near the gate station entrance to the park. The park commission was not alerted to this work or for the reasons why it took place either prior to or after the work was completed. The tree line that was removed created a natural boundary in that part of the park and a visual buffer and possibly a sound buffer from traffic entering I-94 and traffic on the Whittaker Rd/Huron Street corridor. Swanson believes this type of landscaping change should be discussed with the park commission prior to being implemented.

Burnett had expressed concerns about the net for tennis courts at Community Center Park. Follow up is needed for this item.

### **B. Staff Reports – None**

## **VIII. Unfinished Business**

### **A. Master Plan 2014-2018**

1. Review of Open House – Collis asked commissioners to submit information and notes that were collected from residents to Chris Nordstrom, Landscape Architect with CWAPLAN. The public survey will remain open for public input for the next two weeks.

## **IX. New Business**

### **A. Bike Rack Donation by the Friends of the Border to Border Trail**

Jeff Krzewinski representing the Friends of the Border to Border Trail shared information about a grant the organization received from REI to fund the purchase and installation of Bike Pump and Repair Stands along the Border to Border Trail. The organization wants to donate a stand in Ypsilanti Township. He suggested Loon Feather Park as a possible location. He requested placement along the trail where it would be visible and usable from the park and by neighbors near the park. The donation requires an in-kind donation from the township of a cement pad and the installation of the stand.

Motion to accept the donation from the Friends of the Border to Border Trail of a Bike Pump and Repair Stand to be installed on a cement pad along the border to border trail near Loon Feather Park in a location where it would be visible and usable by the neighbors near the park made by Swanson

Seconded by Collis

Motion Carried Unanimously

**X. Announcements - None**

**XI. Recommendations to the Township Board**

Motion to accept the donation from the Friends of the Border to Border Trail of a Bike Pump and Repair Stand to be installed on a cement pad along the border to border trail near Loon Feather Park in a location where it would be visible and usable by the neighbors near the park made by Swanson

Seconded by Collis

Motion Carried Unanimously

**XII. Adjournment**

Motion to adjourn made by Burnett

Seconded by Streeter

Motion Carried Unanimously

Meeting Adjourned at 7:30 p.m.

Minutes Taken and Prepared by Debbie Swanson, Secretary  
Minutes Approved by Park Commission on October 1, 2018



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, OCS Director  
Re: **Request to authorize circuit court litigation to a abate public nuisance at 8734 Lilly Drive in the amount of \$10,000 funded in account 101-950.000-801.023**  
Copy: McLain & Winters, Township Attorneys  
Date: January 29, 2019

The Office of Community Standards has investigated a public nuisance at the following location and authorization is requested to engage legal services to abate said nuisance.

### **8734 Lilly Drive**

This single family house was inspected using an administrative warrant on January 29, 2019 after it was reported by a neighbor to be vacant with water running out under a doorway. Public safety officers forced entry into the building and discovered water pipes had frozen and burst with water actively flowing throughout the two story structure in sub-zero temperatures. OCS staff inspected the house with a warrant and documented extensive damage throughout the structure. OCS staff determined the owner had suffered a medical problem and had been living elsewhere for an extended period of time, during which power utilities were terminated. Paperwork found at the residence indicated the property was in late stages of mortgage foreclosure and was probably going to a sheriff's sale in the near future. Administrative approval was granted to initiate litigation to abate the nuisance.



## 2019 ANNUAL LIST OF CONTRACTS AND RENEWALS

VENDOR/FIRM	DESCRIPTION
360 Service	Printing & mailing assessment notices & Pers. Prop.
Abby Door	Garage Doors
Adobe	Creative Cloud Subscription/Stock Art
A.F. Smith	Electrical Work
Air Source One	Breathing Air Compressor Maintenance
Al Walter's Heating and Cooling	Furnace and AC Repair
Alienvault	Network IDS Systems
Alternative Computer Technology, Inc.	Sophos Computer Security Software
Ann Arbor Audio	Board Room Sound System
Ann Arbor SPARK Dues	
Ann Arbor SPARK East Dues	
APEX	Assessing Drawing Software
Apollo Fire Equipment	
Applied Imaging	Printer Repair and Maintenance
ASAP	DOT Random Screens
ASC	
ASCAP	Phone Music
Ascend	Health Care Agent
Associated Fence	Fence Repair/Install
Atchinson Ford	Vehicle Repair
<del>AT&amp;T</del>	<del>Voice/Data Communication Services</del>
Atlantic Welding Supply	Welding Supplies/Tank Rentals and Refills
Automatic Irrigation Supply	Green Oaks Irrigation System – Rain Bird
Badger	Chipper Parts
Bandit	Chipper Parts
Barr Engineering	Hydro Station
B & C Painting	Paint and Graffiti Removal
Bell Tire	MI Deals Goodyear Dealer
Biddle Consulting Group	OPAC HR Testing Software
Blue Cross/Blue Shield of Michigan	Employee Health Care
BS&A	Government Software Apps
Budget Towing	Vehicle Towing
Butzel Long	Labor Attorney
Carlisle Wortman Assoc., Inc.	
Carter & Burgess	Structural Engineer
Carter Lumber	Building Supplies
CDWG	Microsoft Enterprise Agreement
Centron Data Services	Printing & mailing assessment notices & Personal Property
Chelsea Lumber	Building Supplies
Cincinnati Time	Time Clocks
Cintas	First Aid Supplies
Clarity Benefit Solutions	Employee HRA, HSA and Dependent Care Reimbursement
Clear Rate Communications	Telephone Service
Code42	Online Backup Services
Cognito LLC	Online Forms
Comcast	Internet Services
Comodo	Website Security Scanning
Conference of Western Wayne Firefighter Testing Program	Firefighter Testing Program
Conti	Cameras/Video
Controlled Power	U.P.S. (Uninterruptible Power Supply) Maintenance, Fire Dept.
Constellation Energy	Gas Service
Cummins Sales and Service	Generator Maintenance
Crawford Doors	Garage and Entry Door Repair/Replacement
Crystal Flash	Fuel Delivery
D & B Power Associates, Inc.	UPS Maintenance
Dearborn National	Employee Disability and Life
Delta Dental	Employee Dental Services
DTE Energy	Generator Maintenance
D J Conneley	Boiler Maintenance
DNS Filter	DNS Filtering Service
Doan Construction	Sidewalk Repair Contractor and Engineer
Duo	Two Factor Authentication
Dynamic Media	XM Radio
<del>Ed's Garage</del>	<del>Vehicle Repair</del>

2018 Annual Contracts and Renewals  
Page 2

**VENDOR/FIRM**

**DESCRIPTION**

Election Systems & Software (ES&S)	Tabulator and AutoMark Maintenance Contract
EMPCO, Inc.	Fire Dept. Promotional Testing
ESRI	GIS Software Maintenance
Fiber Link Inc.	Miss Dig Management
Fire Findings	
Fire Safety 2000	
Fotolia.com	Stock Images
FSCI	
Gabriel Roeder Smith & Company	Actuary Company
Garan Lucow	
GCSI	Lobbyist Firm
GolfNow	Golf Course Management Software
<del>Google</del>	<del>Google Apps</del>
Governmental Business Systems	Election Equipment & Supplies
Governor Computer	Printer Repairs
Grainger	Industrial Equipment
<del>Graphic Sciences</del>	<del>Document Scanning</del>
Guardian Alarm	Security Alarm & Door Access System
Hastings Air Energy Control	Plymovent System Preventive Maintenance, Fire Dept.
Home Depot	Building Supplies
Honeywell	HVAC – RSD
Hootsuite	Social Media Manager Services
Huron River Watershed Council Dues	
<del>IBM</del>	<del>Maas360 Mobile Device Management</del>
Int. Assoc. of Arson Invest	
Imperva	Webserver Application Firewall
International Code Council	State Building Code Books/Software
Intern. Fire Chief's Assoc.	
JAMAR Technologies	Traffic Survey Equipment
J and S	Painting Services
JTW Pipes, LLC	Plumber
Lastpass	Password Management
<del>Linode</del>	<del>Township Web Host</del>
Lighting Supply	Bulbs, Ballasts, Lighting Supplies
Logisoft	Sophos Software/Firewall Software
<del>Long's Automotive</del>	<del>Vehicle Repair</del>
Looking Good Lawns	Ordinance Mowing
Lowe's	Building Supplies
Mailchimp	Email Listserv Manager
MAP (Michigan Ability Partners)	Roadside Cleanup
Maps by Wagner	Police/Fire/Elections/Residential Services Maps
Marc Dutton Irrigation, Inc	Comm. Center Ball Field Irrigation Repairs
Marketplace Solutions of Ohio, Inc.	
Margolis Nursery	Trees and Landscaping
MASA	Softball purchase for adult programs at Rec. Dept.
McLain & Winters	Township Attorneys
Meals on Wheels	
Medtronic/Physio-Control	
Merit.edu	Zimbra Maintenance
MERS	Employee Retirement System
Metro Airport Truck	Chipper Truck Repair and Bus Repair
Michigan Assessor Association	Dues for Assessor Office
MI Association of Fire Chiefs	
MiGMIS	Michigan Governmental IT Professionals
Michigan Association of Planning (MAP)	C.E.D. training, reference etc.
Michigan CAT	Fire Truck Repairs, Compost Equipment Supplier/Repairs
Michigan Fire Inspector's Society	
Michigan Fireman's Association	
Michigan Municipal League	Insurance
(MRPA)Michigan Recreation & Park Assoc.	Per Art S.
Michigan Township Association Dues	Clerk's Office
Microsoft	Microsoft Licensing
Miracle Midwest	Playscape Equipment for Specific Parks
Monitis.com	External Network Monitoring
Munetrix	Web support – Dashboard & Citizen's Guide

**VENDOR/FIRM**

National Fire Protection Association  
Netwrix Corporation  
Niswander LLC  
O'Bryan's Lock & Key  
OHM Engineering  
**On the Ground News**  
Oscar W. Larson  
Parkway Services  
Parson's Brinkerhoff  
**Premier Safety**  
**Priority Systems**  
PDQ.com  
Pencura  
Pitney Bowes  
Play Enviro  
Playworld Midstates  
**PM Technologies**  
PNC  
PSLZ  
Printing Systems  
Professional Tree Service  
QPS Printing  
Q-Star Technology  
Rainbird  
**Reimagine Washtenaw**  
Ricoh  
Screenconnect Software, LLC  
SEMCOG  
SE Michigan Fire Chief's Assoc  
Senior Nutrition Lease  
Shrader Tire & Oil  
Sinclair Recreation, LLC-Gametime  
SipStation  
SiteOne Landscape Supply, LLC  
Spartan Distributors  
Spears Fire & Safety  
Spicer Group  
Spok  
**Standard Insurance**  
Stantec  
**StarWinds**  
State of Michigan  
Stormwater Management Services, LLC  
Superior Diesel  
Survey Monkey  
Synergy Fiber  
Tetra Tech  
Thomson Reuters  
Total Fitness  
Tri County International  
**Trello**  
**Trendset LLC**  
**UIS**  
Ulliance  
**Unifirst Corp.**  
Valentine Tree Service  
Vanguard  
Verizon  
Vermont Systems  
V & J Cement Contractors  
VMWare  
Vision Service Plans (VSP)  
Vultr  
Washtenaw Area Transportation Study Dues  
Washtenaw County CED -  
Washtenaw County Mutual Aid

**DESCRIPTION**

Event Log Management  
  
Locksmith  
  
**Media Coverage**  
Fuel Tank Repair  
Port-A-John Rental  
  
**Fire equipment, supplies and maintenance**  
**Printer repair and maintenance**  
PDQ Software  
Playscape Equipment  
Postage Machine  
Playscape Equipment for Specific Parks  
Playscape Equipment for Specific Parks  
**Generator Testing and Maintenance**  
Employer Portion of Fire Dept. Pension  
Auditors/David Williamson CPA  
Election Supplies  
Tree Removal  
  
Flash Cam Maintenance  
Irrigation Services for Golf Course  
  
Printer Services  
Remote Screenshare  
  
Agreement with Washtenaw County for Senior Nutrition Program  
Tires and MiDeal Items  
Playscape Equipment for Specific Parks  
Faxing Services  
Ball and Soccer Paint Supplies, Ice Melt  
Only Michigan Toro Vendor  
Fire Extinguisher Inspections/Maintenance  
Engineers/Surveyors/Planners  
Pagars  
**Life/Disability Insurance**  
Hydro Dam Maintenance  
**vSAN Software**  
MiDeal  
  
Chipper Engine Parts  
Online Services  
Structured Network Wiring  
Environmental Services  
Fixed Assets Software  
  
Senior Bus Repairs  
**Project Management**  
**Structured Cabling**  
**Electrical Testing and SCADA Monitoring**  
Employee Assistance Program (EPA)  
**Employee uniforms**  
Tree Service  
Employer Portion of Fire Dept. OPEB  
Mobile Phones  
RecTrac Software Support  
Concrete and Manhole Renovation  
Server Virtualization Software  
Vision Insurance  
Website Hosting Services  
  
Senior Nutrition Program

**VENDOR/FIRM**

Washtenaw County Road Commission  
Washtenaw County Treasurer  
Washtenaw Urgent Care  
Waste Management  
Western Wayne County Mutual Aid  
West Shore  
Weingartz  
Windstream  
W.J. O'Neil  
~~Wolff Networks, LLC~~  
Wolverine Freightliner  
XMission  
YCUA  
Ypsilanti Area Chamber of Commerce  
Ypsilanti City DPW  
Ypsilanti National Little League  
Zoho Corp

**DESCRIPTION**

Purchase of Salt & Grading  
Sheriff Services  
Pre-employment Drug Screen/DOT Screens  
Trash Haulers  
  
Maintenance of Outdoor Sirens  
STIHL Dealer (weed trimmers, chain saws, push mower)  
Telephone Service  
Mechanical  
~~Structured Cable Installation Services~~  
Chipper Trucks, Fire Engine Parts and Repair  
Mail Services for Park Commission  
Lift Stations, Vehicle and Equipment Repair  
  
Road Salt  
Local youth Baseball/Softball Organization  
Network Monitoring/Request Racking Systems

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #2**

February 5, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase      \$28,637.00**

Request to increase Civic Center roof project by \$ 28,637 for a change order to met building specs This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$28,637.00
		Net Revenues	<u><u>\$28,637.00</u></u>
Expenditures:	CIVIC CENTER ROOF	101-970-000-975.141	\$28,637.00
		Net Expenditures	<u><u>\$28,637.00</u></u>

**249 - BUILDING DEPARTMENT FUND**

**Total Increase      \$15,682.00**

Request to increase budget for payout of accumulated PTO time of former AFSCME building inspector, who is now the Chief Building Official. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$15,682.00
		Net Revenues	<u><u>\$15,682.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	249-249-000-708.004	\$14,567.00
	FICA	249-249-000-715.000	\$1,115.00
		Net Expenditures	<u><u>\$15,682.00</u></u>

## Motion to Amend the 2019 Budget (#2)

Move to increase the General Fund budget by \$28,637 to \$9,509,856 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$15,682 to \$885,878 and approve the department line item changes as outlined.

## OTHER BUSINESS

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