

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

FEBRUARY 19, 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**

DEPARTMENTAL REPORTS

14-B District Court

Revenue Report for January 2019

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$3,564.00**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$15,505.00
State Court Fund (MCL 600.8371): \$1,480.00
Justice System Fund (MCL 600.181): \$17,440.01
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$0.00
 Drivers License Clearance Fees (MCL 257.321a): \$2,415.00
Crime Victims Rights Fund (MCL 780.905): \$6,731.09
Judgment Fee (Dept. of Natural Resources): \$0.00
E-File Fee (228.56): \$4,600.00
Due to Secretary of State
(101-000-000-206.136) \$2,415.00

Total: **\$50,586.10**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$47,942.49
Civil Fees (101-000-000-603.136): \$15,915.00
Probation Fees (101-000-000-604.000): \$7,974.34
Ordinance Fines (101-000-000-605.001): \$38,179.00
Bond Forfeitures (101-000-000-605.003): \$1,350.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$0.00
Expense Write-Off: \$0.00
Bank Charges (Expense - 101.136.000.957.000): (\$648.32)

Total: **\$110,712.51**

Total to General Account - (101.000.000.004.136): \$164,862.61

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: \$5,702.00
Bonds: \$17,258.00
Restitution: \$5,359.28

Total to Escrow Account - (101.000.000.205.136): \$28,319.28

14-B District Court

Monthly Disbursements

January 2019

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

January 2019 Disbursements:

Washtenaw County:	\$ 3,564.00
State of Michigan:	\$ 50,586.10
Ypsilanti Township Treasurer:	\$110,712.51

TOTAL: \$164,862.51

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

DECEMBER 2018

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	19 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 354 requests for assistance. Of those requests, 230 were medical emergency service calls, with the remaining 124 incidents classified as non-medical and/or fire related.

Department activities for the month of December, 2018:

- 1) The Public Education Department participated in the following events:
 - a) Station Tour & Truck Demonstration for Cub Scout Pack 228
 - b) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 2 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) EMS
 - b) Washtenaw County Tech Rescue Team
 - c) Washtenaw County HazMat

The Fire Marshal had these activities / events for the month of December, 2018:

- 1) Fire Investigations: 3
- 2) Plan Reviews: 2
- 5) Suppression Inspections: 7
- 6) Fire Alarm Inspections: 4
- 7) Meetings: 6

The Fire Chief attended these meetings / events for the month of December, 2018:

- 1) WAMAA meeting
- 2) SE MI Fire Chiefs Holiday Party
- 3) EMS Continuing Education classes
- 4) Pre-application meeting – R & L Carriers
- 5) Yankee Air Museum Project update
- 6) Meeting with Local IAFF 1830 Union
- 7) Pre-application meeting – 3160 W Michigan
- 8) Township Board meeting of December 18, 2018
- 9) Assisted in Fire Investigation of 1441 Desoto
- 10) Purchased new chairs for Fire Department

There was 0 injuries and 0 deaths reported this month for civilians.

There was 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$140,000.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 12/04/2018	6156 Tuttle Hill	\$ 0.00 (incinerator overload)
2) 12/08/2018	6935 Stony Creek	\$ 0.00 (outside rubbish)
3) 12/12/2018	1441 Desoto	\$ 90,000.00 (building)
4) 12/12/2018	530 Osband	\$ 0.00 (Mutual Aid – City of Ypsilanti)
5) 12/12/2018	Golfside @ W. Clark	\$ 0.00 (vehicle)
6) 12/12/2018	1292 Davis	\$ 0.00 (outside equipment – street light)
7) 12/17/2018	6988 McKean #35	\$ 30,000.00 (building)
8) 12/21/2018	Rawsonville @ Blackmore	\$ 0.00 (vehicle)
9) 12/25/2018	9026 Joan Circle	\$ 0.00 (outside rubbish)
10) 12/26/2018	2698 Ambassador Drive	\$ 0.00 (vehicle)
11) 12/27/2018	3375 E Michigan #218	\$ 20,000.00 (building)
12) 12/28/2018	1926 Washtenaw	\$ 0.00 (Mutual Aid – City of Ypsilanti)
13) 12/29/2018	8727 Warren	\$ 0.00 (Mutual Aid – Superior Township)
14) 12/30/2018	2019 McCartney	\$ 0.00 (dumpster)
15) 12/31/2018	2011 McCartney	\$ 0.00 (dumpster)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 12/01/2018 – 12/31/2018

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {12/01/18} And {12/31/18}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.28%	\$0	0.00%
111 Building fire	5	1.41%	\$140,000	90.32%
115 Incinerator overload or malfunction, fire confined	1	0.28%	\$0	0.00%
131 Passenger vehicle fire	3	0.85%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.28%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.28%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	2	0.56%	\$0	0.00%
162 Outside equipment fire	1	0.28%	\$0	0.00%
	15	4.24%	\$140,000	90.32%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	19	5.37%	\$0	0.00%
311 Medical assist, assist EMS crew	32	9.04%	\$0	0.00%
320 Emergency medical service, other	19	5.37%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	38	38.98%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.26%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.28%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	13	3.67%	\$0	0.00%
	230	64.97%	\$0	0.00%
4 Hazardous Condition (No Fire)				
410 Combustible/flammable gas/liquid condition, other	1	0.28%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.28%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.28%	\$0	0.00%
444 Power line down	1	0.28%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.28%	\$0	0.00%
	5	1.41%	\$0	0.00%
5 Service Call				
500 Service Call, other	5	1.41%	\$15,000	9.67%
510 Person in distress, Other	1	0.28%	\$0	0.00%
522 Water or steam leak	4	1.13%	\$0	0.00%
531 Smoke or odor removal	4	1.13%	\$0	0.00%
551 Assist police or other governmental agency	2	0.56%	\$0	0.00%
561 Unauthorized burning	1	0.28%	\$0	0.00%
	17	4.80%	\$15,000	9.67%
6 Good Intent Call				

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {12/01/18} And {12/31/18}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
600 Good intent call, Other	2	0.56%	\$0	0.00%
611 Dispatched & cancelled en route	27	7.63%	\$0	0.00%
6111 Canceled on Arrival	36	10.17%	\$0	0.00%
622 No Incident found on arrival at dispatch address	2	0.56%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.28%	\$0	0.00%
	68	19.21%	\$0	0.00%

7 False Alarm & False Call				
700 False alarm or false call, Other	4	1.13%	\$0	0.00%
711 Municipal alarm system, malicious false alarm	1	0.28%	\$0	0.00%
730 System malfunction, Other	1	0.28%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.28%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.56%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.56%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.28%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.56%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.28%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.13%	\$0	0.00%
	19	5.37%	\$0	0.00%

Total Incident Count: 354

Total Est Loss:

\$155,000



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Lisa King, WCSO Police Services Commander
Date: February 6, 2019
Re: January 2019 Police Services Monthly Report

SUMMARY:

- In January 2019, there were 2849 calls for service in Ypsilanti Township. A 15.8% decrease in calls for service as compared to January 2018.
- Weather significantly impacted operations during the month. There were (2) days designated as emergencies due to cold temperatures and the days surrounding those dates were also unusually cold.

OPERATIONS

During January 2019, Patrol Operations responded to calls for service, conducted traffic enforcement and community engagement duties in pursuit of our total policy philosophy.

Year to date comparisons for key indicators are listed below (2019 to the same period in 2018):

Robberies are up 200% (3 during 2019 vs. 1 in 2018 / All 3 of the robberies this year were of one location type and 3 suspects are currently in custody awaiting court action)

Motor Vehicle Theft is down 11%

Larcenies (all categories) are up 17%

Home Invasion / Burglaries are down 9%

During January of 2019 there were 12 Larceny from Auto crimes compared to 8 last year. All of the thefts were from unlocked vehicles. These are crimes of opportunity where the perpetrator simply tries the vehicle door handle to see if it is unlocked and then steals whatever is inside when it is found to be unlocked. During 2018 we had multiple instances of loaded firearms being stolen from these unlocked vehicle.

To deter this crime, patrol staff are conducting additional neighborhood checks during the overnight hours based on crime data analysis. The random nature of this crime makes it challenging to predict future occurrence.

A locked vehicle is the best deterrent.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. In addition, the Calls for Service directly related to Juvenile disorder indicate that WCSO efforts

in this arena are having significant effect. From a year to date perspective, comparing 2018 to the same period in 2017, we have several positive comparisons:

Juvenile Runaways are up 25% (5 during 2019 vs. 4 in 2018)

Juvenile Offenses and Complaints are down 35%

COMMUNITY ACTION TEAM

The purpose of the CAT team is to respond to situations involving or with a nexus of drugs, guns or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Correction in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

NEW FACES

The Sheriff's Office is hiring! During 2018, we brought eleven new Deputy Sheriff's onboard. We continue to hire highly qualified, motivated and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service and building strong, sustainable communities.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at

<https://www.washtenaw.org/1124/Sheriff>

We have rewarding career opportunities available for those seeking a profession with a greater purpose.

CLR-008 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT



Month:	January
Year:	2019
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of January

Classification	Jan/2018	Jan/2019	%Change
10001 KIDNAPPING/ABDUCTION	1	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	4	0	-100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	2	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	1	-50%
12000 ROBBERY	1	3	200%
13001 NONAGGRAVATED ASSAULT	38	33	-13.1%
13002 AGGRAVATED/FELONIOUS ASSAULT	12	18	50%
13003 INTIMIDATION/STALKING	4	6	50%
20000 ARSON	1	0	-100%
22001 BURGLARY -FORCED ENTRY	8	9	12.5%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	3	1	-66.6%
23003 LARCENY -THEFT FROM BUILDING	9	9	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	1	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	6	12	100%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	0	-100%
23007 LARCENY -OTHER	6	7	16.66%
24001 MOTOR VEHICLE THEFT	9	5	-44.4%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	3	0%
25000 FORGERY/COUNTERFEITING	2	1	-50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	11	2	-81.8%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	11	4	-63.6%
26005 FRAUD -WIRE FRAUD	1	2	100%
26007 FRAUD - IDENTITY THEFT	15	5	-66.6%
27000 EMBEZZLEMENT	0	2	0%
29000 DAMAGE TO PROPERTY	10	21	110%
30001 RETAIL FRAUD -MISREPRESENTATION	1	1	0%
30002 RETAIL FRAUD -THEFT	16	7	-56.2%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	0	-100%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	8	4	-50%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	2	-33.3%
52001 WEAPONS OFFENSE- CONCEALED	3	0	-100%
52003 WEAPONS OFFENSE -OTHER	1	0	-100%
Group A Totals	189	162	-14.2%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	3	0%
26006 FRAUD -BAD CHECKS	0	1	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	3	0%
38003 FAMILY -OTHER	1	0	-100%
41002 LIQUOR VIOLATIONS -OTHER	1	1	0%
42000 DRUNKENNESS	0	1	0%
48000 OBSTRUCTING POLICE	11	3	-72.7%
50000 OBSTRUCTING JUSTICE	13	9	-30.7%
53001 DISORDERLY CONDUCT	3	1	-66.6%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of January

Classification	Jan/2018	Jan/2019	%Change
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	4	3	-25%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	14	21	50%
55000 HEALTH AND SAFETY	1	1	0%
57001 TRESPASS	4	0	-100%
70000 JUVENILE RUNAWAY	4	5	25%
73000 MISCELLANEOUS CRIMINAL OFFENSE	0	1	0%
Group B Totals	56	54	-3.57%
2800 JUVENILE OFFENSES AND COMPLAINTS	14	9	-35.7%
2900 TRAFFIC OFFENSES	17	10	-41.1%
3000 WARRANTS	51	41	-19.6%
3100 TRAFFIC CRASHES	151	129	-14.5%
3200 SICK / INJURY COMPLAINT	153	121	-20.9%
3300 MISCELLANEOUS COMPLAINTS	684	522	-23.6%
3500 NON-CRIMINAL COMPLAINTS	913	679	-25.6%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	784	765	-2.42%
3800 ANIMAL COMPLAINTS	46	54	17.39%
3900 ALARMS	154	146	-5.19%
Group C Totals	2967	2476	-16.5%
4200 PARKING CITATIONS	6	1	-83.3%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	2	0%
4500 MISCELLANEOUS A THROUGH UUUU	2	2	0%
MISCELLANEOUS A THROUGH UUUU	0	7	0%
Group D Totals	10	12	20%
6000 MISCELLANEOUS ACTIVITIES (6000)	32	40	25%
6100 MISCELLANEOUS ACTIVITIES (6100)	88	82	-6.81%
6300 CANINE ACTIVITIES	3	7	133.3%
6500 CRIME PREVENTION ACTIVITIES	25	7	-72%
6600 COURT / WARRANT ACTIVITIES	0	1	0%
6700 INVESTIGATIVE ACTIVITIES	15	8	-46.6%
Group F Totals	163	145	-11.0%
City : Ypsilanti Twp Totals	3385	2849	-15.8%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through January

Classification	2018	2019	%Change
Group F Totals	0	0	0%
10001 KIDNAPPING/ABDUCTION	1	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	4	0	-100%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	2	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	1	-50%
12000 ROBBERY	1	3	200%
13001 NONAGGRAVATED ASSAULT	38	33	-13.1%
13002 AGGRAVATED/FELONIOUS ASSAULT	12	18	50%
13003 INTIMIDATION/STALKING	4	6	50%
20000 ARSON	1	0	-100%
22001 BURGLARY -FORCED ENTRY	8	9	12.5%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	3	1	-66.6%
23003 LARCENY -THEFT FROM BUILDING	9	9	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	1	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	6	12	100%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	0	-100%
23007 LARCENY -OTHER	6	7	16.66%
24001 MOTOR VEHICLE THEFT	9	5	-44.4%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	3	0%
25000 FORGERY/COUNTERFEITING	2	1	-50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	11	2	-81.8%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	11	4	-63.6%
26005 FRAUD -WIRE FRAUD	1	2	100%
26007 FRAUD - IDENTITY THEFT	15	5	-66.6%
27000 EMBEZZLEMENT	0	2	0%
29000 DAMAGE TO PROPERTY	10	21	110%
30001 RETAIL FRAUD -MISREPRESENTATION	1	1	0%
30002 RETAIL FRAUD -THEFT	16	7	-56.2%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	0	-100%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	8	4	-50%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	2	-33.3%
52001 WEAPONS OFFENSE- CONCEALED	3	0	-100%
52003 WEAPONS OFFENSE -OTHER	1	0	-100%
Group A Totals	189	162	-14.2%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	3	0%
26006 FRAUD -BAD CHECKS	0	1	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	3	0%
38003 FAMILY -OTHER	1	0	-100%
41002 LIQUOR VIOLATIONS -OTHER	1	1	0%
42000 DRUNKENNESS	0	1	0%
48000 OBSTRUCTING POLICE	11	3	-72.7%
50000 OBSTRUCTING JUSTICE	13	9	-30.7%

CLR-008 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT

Year To Date Through January

Classification	2018	2019	%Change
53001 DISORDERLY CONDUCT	3	1	-66.6%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	4	3	-25%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	14	21	50%
55000 HEALTH AND SAFETY	1	1	0%
57001 TRESPASS	4	0	-100%
70000 JUVENILE RUNAWAY	4	5	25%
73000 MISCELLANEOUS CRIMINAL OFFENSE	0	1	0%
Group B Totals	56	54	-3.57%
2800 JUVENILE OFFENSES AND COMPLAINTS	14	9	-35.7%
2900 TRAFFIC OFFENSES	17	10	-41.1%
3000 WARRANTS	51	41	-19.6%
3100 TRAFFIC CRASHES	151	129	-14.5%
3200 SICK / INJURY COMPLAINT	153	121	-20.9%
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3900 ALARMS	154	146	-5.19%
Group C Totals	2967	2476	-16.5%
4200 PARKING CITATIONS	6	1	-83.3%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	2	0%
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Group D Totals	10	12	20%
6000 MISCELLANEOUS ACTIVITIES (6000)	32	40	25%
6100 MISCELLANEOUS ACTIVITIES (6100)	88	82	-6.81%
6300 CANINE ACTIVITIES	3	7	133.3%
6500 CRIME PREVENTION ACTIVITIES	25	7	-72%
6600 COURT / WARRANT ACTIVITIES	0	1	0%
6700 INVESTIGATIVE ACTIVITIES	15	8	-46.6%
Group F Totals	163	145	-11.0%
City : Ypsilanti Twp Totals	3385	2849	-15.8%



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 19, 2019

5:00pm

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

1. REQUEST TO ENTER CLOSED SESSION FOR DISCUSSION ON LAWSUIT WITH MICHIGAN PARALYZED VETERANS OF AMERICA INC. AND THE ANN ARBOR CENTER FOR INDEPENDENT LIVING
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

Closed Session

**REQUEST TO ENTER CLOSED SESSION FOR DISCUSSION
ON LAWSUIT WITH MICHIGAN PARALYZED VETERANS OF
AMERICA INC. AND THE ANN ARBOR CENTER FOR
INDEPENDENT LIVING**

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- 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 19, 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 FEBRUARY 5, 2019 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR FEBRUARY 19, 2019 IN THE AMOUNT OF \$712,716.33
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2019 IN THE AMOUNT OF \$44,109.14
 - C. JANUARY 2019 TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. RESOLUTION 2019-05, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TO APPROVE THE "LAND AND WATER CONSERVATION FUNDS" PROPOSED "AMENDMENT TO PROJECT AGREEMENT DUE TO CONVERSION" SPECIFICALLY AMENDMENT #1 26-01080, 26-01725, AND 26-01293 AND AUTHORIZE SAID AMENDMENTS TO BE SIGNED BY TOWNSHIP SUPERVISOR BRENDA L. STUMBO AND CLERK KAREN LOVEJOY ROE
2. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF AGREEMENT WITH AKT PEERLESS TO COMPLETE A PHASE I ENVIRONMENTAL ASSESSMENT FOR 1150 MIDWAY, PROPOSED FUTURE SKATEPARK LOCATION, IN THE AMOUNT OF \$2,150.00 BUDGETED IN LINE ITEM #101-956-000-801-000
3. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN THE AMOUNT OF \$2,150.00 AND TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 677 ONANDAGA AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
5. REQUEST OF FIRE DEPARTMENT CAPTAIN FRED ANSTEAD FOR YPSILANTI TOWNSHIP TO BECOME A MEMBER OF THE HOUSTON-GALVESTON AREA COUNCIL'S (H-GAC) COOPERATIVE PURCHASING PROGRAM KNOWN AS HGACBUY
6. BUDGET AMENDMENT #3

AUTHORIZATIONS AND BIDS

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OF THE ANALOG PHONE SERVICE PROVIDER THROUGHOUT THE TOWNSHIP
2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OR RENEWAL OF THE CIVIC CENTER'S PRIMARY INTERNET SERVICE PROVIDER
3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR A SERVICE PROVIDER TO PROVIDE IMPROVED NETWORK CONNECTIVITY BETWEEN TOWNSHIP FACILITIES
4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OF FOUR COMPUTER SERVERS

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF WORK SESSION
FEBRUARY 5, 2019**

Supervisor Stumbo called the meeting to order at approximately 5:00 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 Larry Doe, -Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams and Jimmie Wilson, Jr.

Members Absent: None

Legal Counsel: Wm. Douglas Winters

Supervisor Stumbo stated Evan Pratt, Water Resource Commissioner had requested to reverse the order of Agenda Item #1 and #2.

2. WASHTENAW REGIONAL RESOURCE MANAGEMENT

**AUTHORITY.....THEO EGGERMONT,
WASHTENAW COUNTY WATER RESOURCE COMMISSION
AND BOB DAVIS, SOCCRA**

Theo Eggermont, Public Works Manager of Washtenaw County stated he was excited about presenting the Regional Authority that would be launching over the next couple of months. He said Evan Pratt, Water Resources Commissioner and Attorney Bob Davis who had helped to form the authority over the last year would also be presenting.

Mr. Eggermont provided a brief history as to how the Authority was formed. He stated the vision was to focus on increasing quantity and quality of recycling and reported on the benefits of having the Authority. He reported on some of the things that could happen in the future:

- More regional collaboration to increase negotiating power
- Increase buying power and optimize routes

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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- Opportunity to pool contracts
- Work with haulers and processors

Robert Davis Attorney with SOCCRA stated, since 2001 he had been working with an Authority of a different size and composition than this one, in Oakland County, but organized with the same legal principles that we were starting with here. He reported he had used a bid process based on a geographic area as opposed to a community boundary which resulted in a bulk geographic area where the rates went down 6%. He said he had restructured their recycling program in the last couple of years and did a bond to build a single stream, state of the art facility in the Troy transfer station area and had a 26% increase in recycling, over the last year.

He reported the Authority would narrow thinking and focus on recyclables, recycling management, recycling messaging, and recycling consistency with a goal of recycling rising in terms of quality and quantity. He said it was possible to create drop off centers for defined materials.

He stated the Authority's articles expressly stated they would not own or purchase property that would be used, or had been used in the past, as a disposal of waste materials or property that might become a landfill.

Mr. Davis reported the voting structure would be very simple, every member shall have one vote.

Mr. Davis said they had inserted an annual budget process whereby the Authority Board would prepare a budget which would come back for review. He stated combined with an Activity Report there would be an annual audit process.

Mr. Davis stressed any changes to the Articles must be unanimous.

Mr. Davis stated if there were any changes, they could be approved by all members now and then the final product could be done.

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Supervisor Stumbo asked what other communities this had been presented to.

Mr. Davis stated it had been presented to Saline, Ypsilanti City, Ann Arbor, Ann Arbor Township, Scio Township, Pittsfield Township and Dexter.

Trustee Jarrell Roe asked for a clarification regarding insufficient income. Mr. Davis stated there really should not be an insufficient income situation and that was the reason they had backed up and put in the budget process. He provided they had divided up a way to address it by asking, "Was it something that had been preapproved or not," He said they wanted to reserve the right to have some creativity in that process.

Trustee Ross-Williams asked if each member community would be contributing \$5,000.00 and Mr. Davis explained there would be an initial contribution by each member community to begin and the County would contribute matching funds for each community. He added the county was going to help out for a couple of years. Trustee Ross-Williams asked what if a member wanted to bid outside of the process. Mr. Davis responded they could.

Mr. Davis stated the economy of scale was effective. He provided information on a firm called Car Trucking. He said the bid process as a group attracted a lot of attention.

Clerk Lovejoy Roe asked if the money from County was a match and it was confirmed by Mr. Davis.

Supervisor Stumbo stated they attended several meetings and Trustee Stan Eldridge had attended one as well. Supervisor Stumbo stated the reason they had begun discussions on the topic was a change of rules regarding contamination as well as a drop in the market regarding recyclable materials that had come together to cause unintended financial consequences, so it just made sense to have a regional authority rather than individual communities dealing with the issue.

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Mr. Davis reiterated the goal of this authority was to help communities determine where their current recycling contract was, get them in sync and work with them to get out clauses, and then in four years, when the market had changed, somebody would look at this group to realize it had quality and quantity and give a good price.

Supervisor Stumbo voiced hope that products could be found for the recycled materials.

Attorney Winters stated he had emphasized that Ypsilanti Township had invested in our compost center which had resulted in a very successful operation, to the point of expanding to include Canton Township. He stated his focal point, going forward, was for clarity to make sure Ypsilanti Township was doing nothing to have a negative impact on our compost facility.

Mr. Davis reported there was facility in Rochester he would like to have a look at operations in Ypsilanti Township and have Ypsilanti Township view their operation as well, because according to DEQ there was a statewide shortage of viable composting material.

**1. YPSILANTI TOWNSHIP ASSET MANAGEMENT PLAN FOR COUNTY
DRAINS.....SCOTT MILLER,
DEPUTY WATER RESOURCES COMMISSIONER**

Scott Miller, Deputy Water Resources Commissioner stated he was hoping to speak to the Storm Water Management and present an overview of the proposed changes, touch on how to pay for them and present a specific proposal for Ypsilanti Township.

Scott Miller presented an overview of how the 90 legally established drains in Ypsilanti Township were taken care of. He reported the County was responsible for the repair, maintenance upkeep and functioning of those drains. He stated currently, a lot of the work they did was reactive, by fixing problems regarding drainage as they arose. Mr. Miller reported one of their responsibilities was the inspection of the drains and proactive work involving the catch basin and cleaning

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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the grate of debris such as snow, ice or leaves which caused flooding. He stated this method was not cost effective,

Mr. Miller reported many of these drains are quite old and as shown in the report, as they age many were deteriorating at a faster rate because there had been no periodic maintenance.

Mr. Miller stated the Asset Management plan proposes to maintain infrastructure instead of reacting to our problems by being proactive. He proposed getting ahead of the problem and get drains rehabilitated before they deteriorated to a point of constantly needing maintenance. He stated he envisioned approval of a plan to revisit periodically to update.

Mr. Miller provided a brief explanation of how things were paid for. He stated there was no running tax bill, no money from state or federal taxes paid for any work done on the drains. He explained when any work is done on a drain, the Drain District was responsible for paying the cost and depending where it was, some cases would involve the Township and the Road Commission, while others would involve the Township, the Road Commission and the property owner. He said the process was: the Water Resources Commission borrowed the money to do the work and then sent out an assessment bill at the end of the year.

Mr. Miller presented a proposal for Ypsilanti Township for 2019 and a plan to revisit either annually or more frequently if needed. He said the first step was to analyze a list of data which included:

- Age of the drain
- Size of the drain
- What it is made of
- Assessment
- Maintenance history
- Consequence of failure (property damage due to flooding, road closure, and spending limits)
- Economic burden on the Township and/or property owner

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Mr. Miller stated they would still respond to service requests, which would be variable for any given year. He then provided a list of proactive items they were requesting and the last step would be the renewal of drains.

Supervisor Stumbo asked if he had done this in every community. He responded he had talked to Augusta and Northfield Township and now Ypsilanti Township and would love to involve every community.

Supervisor Stumbo asked if he had staff and responded that there was sufficient staff right now but if twenty five communities joined, he would have to add staff.

Supervisor Stumbo said she was under the impression that he wanted the Township to adopt the Asset Management Plan at another meeting and then look at funding.

Mr. Miller explained, going back to the Drain Code, they could spend up to \$5,000 for one mile without asking permission, but if spending \$15,000 then it went to the Drain Code and under the Statutory Drain Code. He continued, if owners of private property had to pay and he wanted to exceed the limit, in those cases, he had to get either a Resolution from the Township, To Allow To Exceed The Limit, or get a petition. Mr. Miller said to get back to Supervisor Stumbo's point, they were asking to have the Township adopt the Asset Management Plan and update it at least annually and include resolutions along with that to Allow To Exceed Spending where needed.

Supervisor Stumbo asked if that would be Chapter 20 and he answered it was Chapter 3, 4, and 18 of the Drain Code.

Trustee Jarrell Roe asked for clarification about the Appendix A, the percentages between the total cost and the Township portion, was indicative of what we would pay based on the Watershed Area. Mr. Miller said the percentage was not based on the Watershed Area but the chapter of the Drain Code, when the drain was established and then how the costs were apportioned for that district. She asked for a paper copy of the Drain Code.

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Clerk Lovejoy Roe, asked, according to Appendix A, how the costs for the Township were figured. Mr. Miller stated the Township percentage was estimate of the assessment, if the Township adopted the plan. Mr. Miller said he had provided a separate sheet of the private owner portion and either the Road Commission or MDOT's road portion.

Mr. Miller stated the Township historically had paid every assessment on a year to year basis.

Supervisor Stumbo stated it was sometimes easier for the Township to pay those small amounts rather than have them separated. She asked if he could prioritize a plan.

Evan Pratt, Water Resources Commissioner stated the good thing about starting a program where there had not been any systematic maintenance was there was no bad place to start because everything was so far behind. Mr. Pratt stated another thought was they were seeking approval of the 2019 game plan. Mr. Pratt explained Scott would be monitoring the progress and keep the Township apprised.

Clerk Lovejoy Roe asked for direction regarding payment and Mr. Miller said he was looking at how this would work best for Ypsilanti Township. He said the request was higher than the \$300,000 the Township had historically paid and the Township could choose which projects made sense. He said resolutions would be necessary in some cases, depending on the type of drain.

Evan Pratt stated it would be possible to add, "At the discretion of the elected officials," when adopting the resolution, if the Board wanted to pick a dollar amount.

Trustee Ross-Williams asked about Beyer Relief Drain and wondered if there were any drains on the west side of Tyler Road. She reported that area was often flooded. Mr. Miller stated there were drains in that area but the question was who had jurisdictional authority in that area.

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Trustee Ross-Williams asked for a definition of open channels. Mr. Miller said he didn't know if there was an official, legal definition, but he explained an open channel would be an earthen or agricultural channel where you can look down and see the water flowing rather than a pipe underground, where you can't see the water running.

Trustee Ross-Williams said the last question related to the maintenance Beyer Relief Drain, which was one of the more historical areas in the township and spoke to the issue of clearing the drain. She asked if he would recommend a street sweeper in order to help with the drain maintenances, to which he started by saying they didn't have one, but also stated that was a part of many asset management plans, to get debris off the street before it got into the drain.

Supervisor Stumbo thanked Mr. Miller for his presentation.

Trustee Jimmy Wilson thanked him for providing an explanation of the Asset Management Plan for County Drains as it had helped him as a new Trustee.

3. AGENDA REVIEW.....SUPERVISOR STUMBO

CONSENT AGENDA

Discussion followed on how to approve January 15, 2019 "Verbatim" Minutes. Clerk Lovejoy Roe stated she would add the Verbatim Minutes into the Official Minutes of January 15, 2019 if everyone agreed. She explained they were just finished at 4:00 this afternoon, since it was a very tedious process.

Trustee Ross-Williams made a point of clarification that the Verbatim Minutes would be added into the January 15, 2019 Regular Meeting Minutes and would be approved once they had been added to the website.

Supervisor Stumbo asked if the approval would be added into the Special Meeting Minutes. Clerk Lovejoy Roe said they would add the Verbatim Minutes of that one section into the motion.

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Supervisor Stumbo asked if the Statements and Checks would be added to the packet. Clerk Lovejoy Roe stated there had been a computer glitch and they had just been completed, distributed to everyone and would be added to the packet.

Trustee Ross-Williams asked if they would be approving the Statements and Check without seeing them. Both Supervisor Stumbo and Clerk Lovejoy Roe explained they had been distributed at the beginning of the meeting and would be added to the packet (evidently she did not get her copy, but was provided with a copy at this time).

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 ECHLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE RD.

Trustee Ross-Williams offered explanation as to why she was requesting the rescension, stating she was looking at a memo on her iPad dated December 15, which did not list the request for an On Premise Tasting Permit. She apologized for her Call To Question at the January 15, 2019 meeting. She stated she did not want to keep the petitioner from getting approval, and as long as everything else was in order, which she felt was a debatable issue, before the Board.

Trustee Wilson said since he had to leave during that part of the meeting on January 15, he wanted to make sure everyone had received all of the information that was in question and felt comfortable moving forward. He stated his opinion that the applicant had been more than willing to provide the information requested and he, personally, did not want to hold him up any further.

Supervisor Stumbo stated the only information she didn't have at this point was what was submitted to the Clerk in December. She stated the Board could not

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move forward at that point because there was just not enough information provided.

Clerk Lovejoy Roe responded the only two things she had at that point was the memo from the applicant and the memo from Charlotte, and both were in the packet for December.

Clerk Lovejoy Roe stated since that time she has tried to make sure everyone had all the information needed. She stated she had sent a packet late last night which included all the emails she had received with the exception of 80 to 90 of the ones sent between Charlotte and the applicants that went back to March of 2018, the application for the State of Michigan and LARA and the building department reviews and sketch. She reported the only other things the Ordinance required was the Fire Marshal's report which would be included later, after any construction was finished and he had inspected before the Certificate of Occupancy was granted; and the other piece of information not included was the Sheriff's Department report which was not complete.

Further discussion on the original information which Supervisor Stumbo says she doesn't have and that Trustee Wilson had asked about. Clerk Lovejoy Roe asked for clarification because she didn't understand what information they didn't have.

Supervisor Stumbo stated the file was not complete and her biggest concern was regarding the parking situation which Treasurer Doe brought up at the last meeting, which was, when parking in the back you have to go either through a car wash stall or an exit door. She said if it could be an entrance door she thought that would solve the issue. She said they didn't get the opportunity to discuss it last time.

Treasurer Doe stated he had talked to one of the owner's last week and voiced his concern that with the parking in the back, -saying 62% of the patrons had to walk through the car wash and he was concerned about the safety aspect, especially in the winter.

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MINUTES OF FEBRUARY 5, 2019 WORK SESSION
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Patrick Echlin and Jeff Frasure, stated they both were Township residents. Mr. Echlin stated they had gone back to look into the situation and there was plenty of room to use that door as is for an exit and entrance.

Supervisor Stumbo asked if they were willing to use that exit door as an entrance. Jeff Frasure stated they were absolutely willing.

Trustee Ross-Williams offered a point of information, on the blueprint site it says, "exit door," but upon further inspection and other voices it was determined to say "existing door."

Clerk Lovejoy Roe stated she drove to the site to look and stated the car wash bay was separate from where you walk in and there was close to a 12 to 13 foot clearance.

Trustee Ross-Williams stated we had established the back door could be used as an entrance and exit, but it appeared it was a steel door and she assumed it would that have to be changed.

Patrick Echlin agreed they could change it.

Mr. Frasure said there was a plan of updated things that they would change as needed.

Trustee Ross-Williams said the car wash was actually on a slope and just because the capacity was under the minimum that didn't mean we should not be open to handicap accessibility.

Mr. Echlin stated ~~that~~ at th~~at~~e point they would expand to include another bathroom and they would make sure everything was ADA compliant. He stated if they would compare his other business at 734 Brewing it had all been done at that site and they would do the same for this location.

~~r this location.~~

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Mr. Frasure stated they had actually had a conversation regarding that slope.

Supervisor Stumbo clarified they had bought it because it was certified by the Health Department, correct.

Mr. Echlin reported whenever he picked the location for 734 Brewery he had done everything wrong, from a financial standpoint. He explained they picked a building that had to be a change of use, which meant that everything had to be brought up to modern code, new HVAC, new electrical, new plumbing, new everything. Mr. Echlin stated that came pretty close to ending the company before it really started. He said when he set out to find a new location, he looked for vacant sites, within the Township that had been food places and therefore would not require a change of use, which would in turn be more financially feasible.

Supervisor Stumbo asked if they would be serving food.

Mr. Echlin reported that as far as the Health Department or DEQ was concerned, mead and wine fell within their purview of food and no other food was planned.

Supervisor Stumbo asked if they would be packaging the mead and Mr. Echlin said it would be put into bottles and kegs. Some would be dispensed like beer and some just poured from the bottle.

Supervisor Stumbo stated there was no seating on the site plan.

Mr. Echlin, explained since it was meant to be a tasting room there was a counter at which to stand and they would have chairs at some point, but not now. He said as they grew, Phase II would be to add a second bathroom, which would open them up to 50 occupants, depending on square footage and parking.

Supervisor Stumbo asked if this site was related to 734 Brewing and Mr. Echlin stated it was only in the fact that he was an owner in both establishments and there would be different recipes for each location, mostly honey and some cider and regular wine for 1497 Ecorse Rd.

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Supervisor Stumbo asked what the process was to make mead and Mr. Echlin stated usually you just put the ingredients, honey, juice, fruit and then yeast with the right amount of water and let it sit for a few months and then you drink it.

Treasurer Doe said it was his understanding that if you had chairs in the roughly 150 square foot capacity that occupancy was reduced. Mr. Echlin stated that according to the architect, the limiting of occupancy was due to only having one bathroom. He said that was why a wall was going to have to be built.

Discussion followed regarding chairs and occupancy.

Mr. Echlin asked if it was normal to ask for a notarized statement because they would keep their agreement. He stated he had never seen that in the many building plans he had done.

Supervisor Stumbo said she really didn't know but she felt that was a way to guarantee they did not exceed their capacity especially for parking.

Mr. Echlin stated it felt like it was extra but he was willing to do it. Supervisor Stumbo said she would find out the reason and Mr. Echlin stated he was very interested in an answer. Mr. Echlin stated he felt it was a given that he did not want to break the law. She felt like it was a way to help him and asked Mike Radzik if he knew what the reasoning was for asking for the statement.

Mr. Frasure said he wondered what they had done to deserve what he felt like was mistrust.

Mike Radzik explained he had spoken with Dave Bellers, the Building Official who requested a Notarized Statement of Compliance. Mr. Bellers had stated, according to the Building Code the tasting room area, just by area alone, could accommodate more than 15 people, in fact up to 30 people, and if an artificial low was created by the applicant in order to avoid ADA Compliance, this Statement would mean the proprietor guaranteed they would not exceed the capacity of 15 people.

Supervisor Stumbo asked if this was understandable and Mr. Echlin agreed.

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Treasure Doe stated that even if a bathroom was added the capacity would be 22.

Supervisor Stumbo stated it was time to start the Regular Board Meeting.

4. OTHER DISCUSSION.....BOARD MEMBERS

The Work Session adjourned 7:03 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2019**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters and Angela B. King

PUBLIC COMMENTS

Arloa Kaiser, Township resident voiced her appreciation to the Board for coming to Sugarbrook Habitat for Humanity Dinner and Group Meeting for learning the requests of the residents.

Denise Kirchoff, Township resident gave her personal insight regarding the Wine Tasting Room. She voiced concern that the no one in the neighborhood directly behind the proposed wine distillery location had been given any prior notification. She voiced concern regarding the close proximity to children in that neighborhood.

CONSENT AGENDA

A. MINUTES OF THE JANUARY 15, 2018 WORK SESSION AND JANUARY 30, 2019 SPECIAL MEETING WITH THE FOLLOWING CHANGES:

- **ADDITION TO THE JANUARY 30, 2019 MINUTES ADDING THE REQUEST FOR THE VERBATIM MINUTES FOR THE JANUARY 15, 2019 REGULAR MEETING ON THE SMALL WINEMAKER LICENSE AND ON PREMISE WINE TASTING PERMIT**

Clerk Lovejoy Roe distributed the verbatim minutes for the January 15, 2019 Regular Minutes on the winemaker license and on premise wine tasting permit.

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the Minutes.

The motion carried unanimously.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 5, 2019 IN THE AMOUNT OF \$1,234,876.99**

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MINUTES OF FEBRUARY 5, 2019 REGULAR MEETING
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A COPY OF STATEMENTS AND CHECKS WAS DISTRIBUTED TO EVERY BOARD MEMBER IN THE WORK SESSION AND IT WILL BE UPLOADED TO THE WEBSITE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Statements and Checks.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters provided highlights regarding:

- American Center for Mobility (former General Motors/HydraMatic property that was demolished). Mr. Winters reported the autonomous vehicle center had become a reality over the last three years and according to the terms of the Development Agreement, the PILOT payment went directly to the Ypsilanti Township General Fund. He reported the site was historically the Arsenal for Democracy and had been positively revitalized into a new chapter of the auto industry and provided numbers regarding the revenue which would come into the Township over the next 15 years.
- Mr. Winters provided an update regarding the demolition of the former Forbes Dry Cleaners on Ecorse Road. He reported the Township would continue to monitor the testing of soils on Davis Street by Mary Miller, DEQ and Nathan Voght, County Brownfield Redevelopment who had received additional funds for this purpose.
- Kettering School has been demolished and was in the process of being stabilized. The contractor has now moved to begin with the demolition of Thurston. Kaiser School has been sold to a church and was in the process of being repurposed for the sanctuary.

OLD BUSINESS

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

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 REGULAR MEETING
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A motion was made by Trustees Ross-Williams, supported by Treasurer Doe to Rescind Local Government Approval of a Small Winemakers license and an On Premise Tasting Permit for Patrick Echlin and Jeffrey Frasure to be Located at 1497 Ecorse Rd.

Supervisor Stumbo stated this item had been under discussion in the Work Session but had not had time to complete. She said Trustee Eldridge had the floor.

Trustee Eldridge thanked Madam Supervisor and acknowledged the presence of Attorney Angela King. Trustee Eldridge asked her legal opinion regarding how the Township Ordinance related to this issue.

Attorney Angela King explained the Township Ordinance was a layer in addition to the Liquor Control Commission's rules and regulations regarding licensing. She reported that not only was an individual required to get a license from the Liquor Control Commission, under certain circumstances, the Township also issued a permit or license. She said she was asked if our ordinance required any on premise liquor establishment to have a license. She explained under the Ordinance, the process required an application, which had specific criteria that was submitted to the Township and then the information was given to certain departments that made a recommendation to the Township Board. Then the Board was asked to decide whether or not Township approval should be given.

Attorney King stated, after reviewing the Maniacal Mead situation, it was her opinion the Ordinance had not been followed, since they were requesting an on premise liquor license.

Trustee Eldridge asked her opinion, if previous applicants had not gone through the correct process would that preclude and allow this instance to do the same.

Attorney King reported she had been sent information on three prior instances. One was some time ago and it was actually a transfer of a license, not a new one and there was a section in our ordinance dealing with transfer of license. She said the second instance, staff had reported there was no additional licensing required, than what had been given by the Liquor Control Commission. She felt at that time for that particular licensing there had been a misreading of the ordinance. She reported her understanding of the third instance, involved a farm that grew the ingredients and made the wine at the same location and an on premise license had not been granted by the Board.

Attorney King said she had not reviewed every single instance before the Board but she was not sure there really was a prior history that the Board has approved on premises sales or wine tasting in the Township. She stated that even if an error had occurred, her recommendation going forward either follow the ordinance or if the ordinance was inappropriate and the Board did not feel like there should be additional licensing by the Board then amend the Ordinance to reflect the Board's sentiment.

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Trustee Ross-Williams asked Sara Jo Shipley, Economic Development Director, if the Ecorse Road area would be considered any type of opportunity zone. Sara Jo Shipley stated she wasn't sure because she didn't have the map in front of her.

Trustee Ross-Williams directed a question to the applicant, what they meant by their answer to question #5 on the Liquor License Application. Q: "As was stated earlier, the Township Board is obligated to award liquor licenses in the best interest of the citizens of Ypsilanti Township and not for the gain of an individual or corporation. Why do you think you should receive a liquor license?" A: "We will be a good fit for the "Placemaking Plan" on Ecorse Rd. Our existence will help to bring new faces to the area."

Mr. Echlin explained they planned to do a lot of wholesale in the retail sales in the area, with the hope people will come into their place in order to taste samples and order special offerings, and return to their store to pick them up. He stated the demand for mead was not concentrated just to Ypsilanti, but spread over a larger area.

Trustee Ross-Williams stated she lived in that area and she felt it was important to have small businesses operate in the area but wanted to know that if they were concentrating on the "new faces" if the "old faces" that lived there already could use their establishment.

Mr. Echlin stated if you were familiar with 734 Brewing, his business in the City of Ypsilanti that would be an obvious answer, in that they made it their mission to bring in the neighborhood clientele. He stated they even had a plan to do cider as a more affordable choice as mead sometimes was a little more pricey.

Trustee Ross Williams asked if they had any type of marketing plan to include those in the neighborhood.

Mr. Echlin answered they expected the local people to be the ones coming to sit at their bar.

Supervisor Stumbo stated in the Work Session the back parking area had been discussed regarding lack of access.

Mr. Echlin replied he thought that had been remedied with the addition of a back door, stating there was a good 12 - 15 ft. available to be able to enter and exit from the parking lot. Mr. Echlin stated they were willing to change the site plan to reflect that change.

Supervisor Stumbo asked about hours of operation. Mr. Echlin stated it would include Thursday, Friday and Saturday to begin with from 6:00 pm to midnight with the hopes of expanding in the future.

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Supervisor Stumbo stated the maximum occupancy would be 15. Mr. Echlin agreed that was the correct number, which would include employees and would be posted per the wishes of the Building Department and Fire Marshal.

Mr. Echlin did not understand the necessity of having a notarized affidavit posted stating 15 was the maximum occupancy.

Mr. Echlin questioned if the Board was voting to rescind the license or whether or not to go with Motion 1 and Motion 2 in the packet.

Clerk Lovejoy Roe stated the only thing on the Agenda was the rescension, as any other motion could not be entertained until the motion on the floor was voted on.

Mr. Echlin stated he felt if this item was rescinded that it would make his business unviable, and would be ultimately be denied and all his work would have been for nothing, as well as reflect poorly on his current business, 734 Brewing with regard to the Liquor Control Commission.

Supervisor Stumbo stated it could be approved with conditions and asked to be able to continue. She asked what his intention was regarding his request for an Entertainment License in the application to the State. Mr. Echlin stated he had no intention at this time but wanted to have that option in case they had anyone that want to play a guitar, or perform (not a band).

Supervisor Stumbo asked if any permits had been pulled. Mr. Echlin stated the permits were approved but he had not yet paid the \$75.00 fee. Supervisor Stumbo reminded him the site plan had to be revised regarding the back door exit to which Mr. Echlin agreed.

Supervisor Stumbo asked what Mr. Echlin's response was to the resident that had raised the concern about children in the neighborhood in close proximity to his proposed bar. He stated the requirement was notification for a school or church within 500 feet, and the nearest one was about 1,200 feet away, according to the plans, and he honestly, had not even thought to go door to door.

He stated it was shocking to him that when he applied to the City of Ypsilanti for his 734 Brewing business, the Agenda had been put out 2 weeks in advance so everyone knew about it, and with the Township it was only a couple of days in advance. He also stated he was more than willing to work with those in the neighborhood and Mr. Frasure stated it was a wine tasting room, more like a family situation, rather than a bar.

Trustee Ross-Williams stated that this business had originally consider I-1, light industrial more over in the Michigan Avenue Area. She said she was under the impression that they would eventually want to have outdoor seating and expand from 15 to 50 and this location was not going to work, so she wondered why they wouldn't consider a place that had more parking or expansion in an I-1, light industrial zoning location.

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Mr. Echlin stated to be best of his knowledge there were no I-1 locations that were already food establishment licensed and they would have to do a change of use, which would cost hundreds of thousands of dollars, which frankly they did not have. He said as far as expansion, maybe there would be another location within the Township that could be utilized for that purpose or even the possibility of buying out the car wash. He stated if it were just the manufacturing aspect I-1 would make more sense but that was not the case.

Supervisor Stumbo stated she now was understanding the food aspect of the request. She said she was concerned about some of the things that were listed that had not been addressed previously, and wanted a clear commitment to add them, once the recension was addressed.

Mr. Echlin stated he liked Motion 2, the approval with conditions option.

Trustee Eldridge stated that after reading through the emails that had been exchanged there was an indication there was still eight months from receiving your license from the LCC. Mr. Echlin stated it was only five months now. Trustee Eldridge stated the legal advisor had laid out the proper process and asked Mr. Echlin if he had any objections to following that process. Mr. Echlin stated he had no problem with the process, his only objection was to the specific wording of this motion. Trustee Eldridge stated that unfortunately it was the only way to get to that process and felt we could explain to the Liquor Commission, and he felt it didn't really shed a negative light on the applicant but rather on the Township. Trustee Eldridge stated his concern that the Board had been given legal advice which they should follow in order to establish Township Ordinance, and he felt it should not harm the applicant because they ought to be able to get this taken care of within that five month timeframe.

Clerk Lovejoy Roe said she specifically asked Attorney King if the Board was required to rescind, based on the knowledge presently available, and the Attorney stated it was up to the Board. She reported they had approved three in the past, Unity Vibrations, 3 Ring Brewery and Swallow Lane without all the proper process and we could approve Maniacal Mead to include the changes. Clerk Lovejoy Roe stated it was her desire to have a couple of members of the Board and staff to meet with the attorney's and get the Ordinance fixed for the future. She said the Board even voted for the transfer of license for Los Fuentes without it being on the Agenda, and according to the Ordinance, that should not have happened, since a transfer requires the same process. Clerk Lovejoy Roe stated the approval for the Big Boy did not include everything in the packet.

Treasurer Doe stated the information for the Big Boy transfer was in the packet.

Trustee Jarrell Roe thanked Trustee Eldridge for inviting Attorney King to provide her insight into this situation regarding the Ordinance. She stated the problem was not these two applicants but rather the confusion of the process that the Board

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and staff had or had not followed. She felt it was unfair to have granted this license and now to take it away.

Trustee Ross-Williams requested a point of clarification. She said going back to Unity Vibrations, three of the Board Members were not on the Board at that time, but everyone was for the Swallow Lane, 3 Ring Brewery and Big Boy. She reported the law had changed on December 19th and asked if attorney counsel would be able to clarify. She was under the impression that was the reason for the memo change. She stated her opinion that the process needed to be in place before anything was ever brought before the Board. She stated, based on her conversation with Attorney King the Motion to Rescind was the correct thing to do instead of a Motion to Amend.

Treasurer Doe stated he had been here 20 years and had never seen a request to table item an item be denied. And he felt if that had been granted, the Board would have all the questions answered and the Board could have moved forward instead of having the current scenario.

Supervisor Stumbo stated procedurally the motion before the Board was to rescind the local government approval that was previously granted, so the need was to vote on the motion, amend the motion or withdraw the motion.

Trustee Wilson asked if there had been any amendment of acceptance of an amendment to the motion, which Supervisor Stumbo stated there had not been.

Trustee Wilson moved to make an amendment to not rescind the license.

Supervisor Stumbo stated that could not be done, since there was a motion to rescind, you could vote no on that and then you could amend it to include other things.

Trustee Wilson wanted to amend the rescension with the conditions that Supervisor Stumbo read earlier into the approval.

Discussion followed regarding the correct motion at this time.

Supervisor Stumbo stated there is a motion and support to rescind. All in Favor of request to Rescind Local Governmental Approval of a Small Winemaker License and an On Premise Tasting Permit for Patrick Echlin and Jeffrey Frasure to be Located at 1497 Ecorse Road.

Jarrell Roe:	No	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	No	Doe:	Yes	Wilson:	No
Stumbo:	Yes				

The motion passed.

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A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to approve the Request for Local Government Approval for a Small Winemaker License for Patrick Echlin and Jeffrey Frasure to be located at 1497 Ecorse Rd.

Clerk Lovejoy stated that she believed Trustee Ross Williams had read the incorrect motion from her memo. Trustee Ross Williams stated that she wanted two separate motions, one for the small winemaker, that she originally thought she was voting on, and one for the on premise tasting permit.

Clerk Lovejoy Roe offered an alternative or amendment that both the license and permit be approved together with the conditions that the fire department approved occupancy, they do not have to go to the Township Liquor Commission. Supervisor Stumbo added approved architectural plan with entrance/exit door in the back, maximum occupancy of 15, if seating is provided barrier free access is provided, the owner is to provide a notarized affidavit stating occupant load is not to exceed 15 because that will trigger a second bathroom, approval of business license registration, building, planning, and fire department approval and review of the lease by the Township Attorney.

Treasurer Doe seconded the amendment to the motion.

Clerk Lovejoy Roe stated that if Trustee Ross Williams would accept that as a friendly amendment there would only need to be one vote.

Trustee Ross-Williams asked if this was going before the Liquor Commission or not. Both Supervisor Stumbo and Clerk Lovejoy Roe answered "No".

Trustee Jarrell Roe commented if we were going to change our process to follow the Ordinance, a part of that Ordinance required them going before the Liquor Commission. Clerk Lovejoy Roe stated the Liquor Commission doesn't exist per the Ordinance.

Trustee Eldridge stated, according to the Attorney, the Ordinance that speaks to this issue was 37-25.

Trustee Ross Williams stated she rejected the friendly amendment because she was the original motioner.

Supervisor stated that we were back to the original request. Clerk Lovejoy Roe stated that technically we were not back to the original motion and since Trustee Ross Williams had refused her friendly amendment both motions would have to be voted on.

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Clerk Lovejoy Roe stated it was not in our law to go to the Liquor Commission. She said we didn't send the transfer last month to the Liquor Commission and it was supposed go there. She stated the Liquor Commission only made recommendations and the Board could vote opposite of their recommendation, if they chose, but the Liquor Commission doesn't exist per the Ordinance.

Supervisor Stumbo asked Attorney Angela King for clarification. Attorney King reported Trustee Eldridge had pointed out the correct section, 37-25, regarding applications. Attorney King stated her recommendation would be to follow the ordinance with the requirements in the ordinance.

Supervisor Stumbo stated we should waive the \$1,000 fee.

Attorney Winters stated the Liquor Control Committee had been here as a recommending, advisory sub-committee to the Township Board since his arrival in 1984. He stated the only thing he needed to see was a copy of the lease. He stated approval could be given because the body had vetted the process.

Supervisor Stumbo restated that the law changed on December 19, 2018 and that had changed everything on these tasting facilities, regarding mead, beer and wine. She asked Attorney Winters what his recommendation was at this point.

Attorney Winters stated the Board was not doing violence to the Ordinance by giving approval with the conditions attached.

Trustee Jarrell Roe thanked Attorney Winters for his clarification but felt it was still going back to the flaw that the Board did not follow the correct process and going forward that needed to be done.

Trustee Ross-Williams asked who would ever see the lease.

Clerk Lovejoy Roe stated the five year lease was currently in the packet before the Board.

Supervisor Stumbo stated that if she understood Attorney Winters correctly the Board had vetted the information and it could be approved if the Liquor Committee agreed.

Treasurer Doe gave his approval, Trustee Wilson stated he was okay and Trustee Eldridge stated he wanted it to go before the Liquor Committee.

Clerk Lovejoy Roe stated she didn't feel that the intent of the Ordinance was to make these small businesses pay the \$1,000 fee.

Treasurer Doe stated his view that the \$1,000 fee was too low for the Class C License but agreed it was too high for the small brewery and wine tasting businesses.

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Trustee Ross-Williams requested to go back to her original motion.

Clerk Lovejoy Roe stated there was an amendment to that motion that Trustee Ross Williams did not agree to as friendly. Clerk Lovejoy Roe stated the amendment should be voted on first.

Trustee Ross Williams asked if the motion she had made that was seconded, was nowhere. Clerk Lovejoy Roe stated her motion was still on the floor.

Supervisor Stumbo asked if Trustee Ross Williams wanted them to be voted on separately. Clerk Lovejoy Roe replied that since Trustee Ross Williams did not accept her amendment as friendly, they would have to be voted on separately.

Trustee Ross Williams stated that she would like to have a vote on the original motion she made.

Clerk Lovejoy Roe stated the amendment would have to be voted on first and restated the amendment.

Trustee Ross Williams stated she did believe that moving forward the applicant should have the conditions in the amendment.

The motion to amend was restated that was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the On Premise Tasting Permit subject to the following conditions:

- **Occupancy approved by the Fire Department**
- **Architectural plans with exit/entrance door in the rear**
- **Maximum occupancy of 15**
- **If seating is provided, barrier free access is provided**
- **Owner to provide a notarized affidavit stating occupant load not to exceed 15, because that will trigger a second bathroom**
- **Approval of business license registration**
- **Building, Planning and Fire Dept. approval**
- **Review of the lease by the Township Attorney**

The motion passed with Trustee Eldridge and Trustee Ross-Williams voting nay.

The Original motion was repeated:

A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to approve the Request for Local Government Approval for a Small

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Winemaker License for Patrick Echlin and Jeffrey Frasure to be located at 1497 Ecorse Rd.

The motion carried unanimously.

Supervisor Stumbo acknowledged the applicants had left and now were unaware their request had been approved.

NEW BUSINESS

- 1. REQUEST TO APPROVE CHANGE ORDER WITH MOLNER ROOFING FOR THE CIVIC CENTER ROOF IN THE AMOUNT OF \$48,636.50 TO BE BUDGETED IN LINE ITEM #101-970-000-975-141**

Attorney Winters stated this contract had originally been awarded to Molner Roofing, but before work had commenced there had been discussion from the engineers and Building officials that some of the specifications that were bid out that were not in keeping with the Township Code requirements.

Trustee Jarrell Roe asked if the bidding process was done again after this discovery.

Jessica Howard, with OHM stated the prices with the Change Order had been compared and found to be industry standards, so the Order was amended to reflect those changes.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe To Approve Change Order With Molner Roofing For The Civic Center Roof in the Amount of \$48,636.50 to be Budgeted In Line Item #101-970-000-975-141.

The motion carried unanimously.

- 2. 1st 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**

Clerk Lovejoy Roe read into the record a letter from Attorney Angela King, dated February 4, 2019. (See attached)

Clerk Lovejoy Roe read the 1st Reading of Proposed Ordinance 2019-484 into the record.

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A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to approve the 1st 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. (See Attached)

Treasurer Doe reported he had received two emails, one from Julia Sullivan and one from Nichole VanBlaricum voicing opposition to prohibiting Recreational Marijuana Establishments.

Clerk Lovejoy stated she had received six or seven emails in opposition. (See attached)

Supervisor Stumbo reported if no action was taken, these establishments would be allowed anywhere.

Attorney Angela King provided clarification regarding recreational marijuana, not to be confused with medical marijuana, which was not involved here in any way. She stated the state law required that there be regulations in place to govern these businesses and so far they have not been adopted. Attorney King said safety and security standards needed to be adopted for the buildings to be affected. She stated the Bureau of Marijuana Regulation which had just been created would require a lot of territory to be covered on a local level regarding regulations. She reported the Medical Marijuana Facilities Act which covers the growers, processors and sellers specifically stated if communities voted to allow those types of businesses, they had to specifically act in terms of adopting ordinances. Attorney King stated the new law was different, if you don't do anything, you are automatically allowing every single type of business created under the recreational marijuana ballot initiative. She explained the danger was, even if you want to consider businesses it was prudent to explore the regulations the state will require first and then you can decide if this is satisfactory or do we want to add another layer for our municipality, before the flood gates were opened and the businesses were already up and running.

Attorney King stated the second important issue was zoning. She explained all our businesses in the Township had to comply with the zoning requirements and the Township would need to figure out the number and types of establishments to allow. She said if a license was issued at this point, before the state law was even figured out, that business could locate anywhere and without any local regulation. She stated once the state law was in place then the Board could revisit this issue and give this subject thoughtful consideration.

Trustee Ross-Williams corrected Attorney King by stating as of January 31, there were 215 municipalities that had opted out. She stated she had called MTA today to get some clarification and she understood if you opted out you could opt back in, and you could clarify which aspects you wanted.

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Attorney King stated that the municipality could not only decide the types of businesses you wanted but how many as well. She stated the criteria for people applying for licenses could be decided as well. She stated that LARA was only dealing with the medical marijuana at this point in time.

Clerk Lovejoy Roe asked if anyone had a license yet and Attorney Winters answered they did not. She voiced her opinion that the Board should discuss and decide what they wanted the Ordinance to say.

Supervisor Stumbo voiced her appreciation for Attorney King bringing this item forward so the Board could exercise caution.

Trustee Jarrell Roe asked if it would be a good idea to be proactive.

Attorney King explained from a practical standpoint in thinking what kind of regulations the Township would want, it was such a broad area to consider because there was such a difference, for example, you have the growers, the processors, the testers, the transporters and the sellers and we would have to consider regulations for each one of those individual businesses in terms of what was in the best interest of the Township. She stated she personally did not know enough in terms of what would be valuable in drafting regulations for those different areas. She explained it was going to be difficult enough for LARA to develop everything, making it impossible for a single community to tackle it all and then consider the aspect of zoning which is a whole different subject matter.

Trustee Jarrell Roe asked Attorney King if she could speculate a time line for LARA to come out with their regulations.

Attorney King stated the law said if there were no regulation in place by Dec. 6, 2019, a person can go directly to the Township and request a license, and no one wanted that to happen. She explained if we adopt the Ordinance and someone goes to apply then the State will check and see if the Township has opted out and then deny the license, but if we don't have the ordinance in place and someone goes to get a license they will be able to do so and the Township could not exercise any local control over that business.

Trustee Ross Williams stated she wanted it on the record that this ordinance would provide local control over these businesses to the Township.

Arloa Kaiser stated that she was opposed to recreational marijuana.

Andrea Pierce stated that she felt the Board should consider not putting an ordinance on the recreation marijuana because two thirds of the county voted in favor of it.

Timothy Bussell stated that he was opposed to the ordinance and that the Township voted in favor of recreational marijuana.

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Tanya Lynn stated that she felt the Board should take more time before imposing an ordinance and that Washtenaw County voted in favor of recreational marijuana.

Attorney Winters stated that this ordinance does not repeal the state law in regard to recreational marijuana. It will allow the Township to control which businesses are included and the zoning area for the businesses.

Denise Kirchoff stated that other municipalities had set up committees to explore this issue and that she felt the Board should have done so, as well.

Linda Mealing stated she is not in favor of recreational marijuana.

Christina Wido thanked Trustee Jarrell Roe for posting this issue on Facebook and stated that she was not in favor of the ordinance and that she felt the money from these businesses could be impactful to local schools.

Trustee Jarrell Roe stated that she would be willing to vote on this ordinance now and then bring forward a motion to create a committee to look at this issue.

Supervisor Stumbo stated she felt it would be best to bring a request for that to a later Board meeting to appoint members to the committee.

Trustee Ross-Williams described the difference between a referendum and legislature enacted law. She agreed with Trustee Jarrell Roe that a committee would be good idea and offered to serve. She stated it was her duty to make sure all our citizens were represented.

Trustee Wilson definitely favored a committee and also offered his services. He stated it was very important to make sure the Recreational Marijuana Establishments were zoned appropriately.

Clerk Lovejoy Roe requested, for the record, for IT to unblock the computer block regarding marijuana so Board members could do research. She also suggested the Board change the ordinance to say Ypsilanti Township was committed to research this issue, vote on the 1st Reading and then bring back the appropriate information before the 2nd Reading, to be able to move forward.

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to table this Agenda item until further direction from the Board.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Clerk Lovejoy Roe:	Yes	Doe:	No	Wilson:	Yes
Stumbo:	Yes				

The motion passed.

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Andrea Pierce, Township Resident asked if the public was able to come and be part of the committee meetings. Supervisor Stumbo stated the meetings were public.

3. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR IMPROVEMENTS TO FOLEY AVE.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with Washtenaw County for Subaward of Federal Financial Assistance for Funding for Improvements to Foley Ave. (See Attached)

Supervisor Stumbo stated Attorney Winters had requested ADA Compliance and it had been added.

Attorney Winters reported the Township would receive \$130,000.00 from the County who, in turn would receive the funds from HUD to make these much needed improvements to Foley Ave. Attorney Winters requested ADA compliance for the driveways from whoever was doing the work.

An addition was added for clarity in indemnifying the Township regarding ADA compliance.

The motion with change carried unanimously.

At this point in the meeting Clerk Lovejoy Roe offered an apology to Tonya Lynn after reading a post on Facebook that she said Tanya had made stating she had been interrupted and then completely ignored while she was waiting to speak. Clerk Lovejoy Roe said it she was sure that no one would do that intentionally and was sorry she felt it had happened.

4. REQUEST TO APPROVE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN YPSILANTI TOWNSHIP, YPSILANTI COMMUNITY UTILITY AUTHORITY, TRENCHLESS SOLUTIONS INC. AND JA UTILITIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Settlement Agreement and Mutual Release between Ypsilanti Township, Ypsilanti Community Utilities Authority, Trenchless Solutions Inc. and JA Utilities and allow to sign. (See Attached)

The motion carried unanimously.

- 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**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe 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, Contingent Upon Attorney Approval (See Attached)

The motion carried unanimously.

- 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**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve 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. (See Attached)

Supervisor Stumbo reported this project with sidewalks had been ongoing for the last seven or eight years and this was a reduction from \$5,000.00 a year.

The motion carried unanimously.

- 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**

A motion was made by Clerk Lovejoy Roe supported by Trustee Jarrell Roe to Approve Agreement with Issue Media Group for On The Ground

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Program 2019 in the Amount of \$12,000.00 budgeted in Line Item #101-956-000-801-000. (See Attached)

Trustee Jarrell Roe stated Concentrate Media had been doing some great pieces regarding the Township since this had been approved last year.

Trustee Ross-Williams thanked Supervisor Stumbo for a successful resolution to her request a few months ago to have coverage stepped up.

The motion carried unanimously.

**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**

A motion was made by Treasurer Doe, supported by Trustee Wilson to approve Retainer Agreement with Governmental Consultant Services for Years 2019, 2020 and 2021 Budgeted in Line Item #101-101-000-801-000. (See Attached)

The motion carried unanimously.

**9. REQUEST TO ACCEPT A DONATION OF A BIKE STAND FROM
FRIENDS OF THE BORDER TO BORDER TRAIL TO BE LOCATED AT
LOONFEATHER PARK**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Accept a Donation of a Bike Stand From Friends of the Border To Border Trail to be Located at Loonfeather Park.

Supervisor Stumbo voiced her appreciation for this welcome addition to the Township which would afford more opportunities for residents to enjoy biking.

The motion carried unanimously

**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**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to

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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.

The motion carried unanimously

11. 2019 CONTRACTS AND RENEWALS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Accept 2019 Contracts and Renewals.

The motion carried unanimously.

12. BUDGET AMENDMENT #2

Clerk Lovejoy Roe read the Budget Amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer to approve Budget Amendment #2. (See Attached)

The motion carried unanimously.

OTHER BUSINESS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting.

The motion carried unanimously

The meeting was adjourned at 9:43 p.m.
Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

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.

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.

.

End memo.

Angela B. King

Zimbra**Istanfield@ytown.org**

Fwd: Recreational pot shops

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:38 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Recreational pot shops

To : kloveyjoyroe@ytown.org,
Istanfield@ytown.org

Begin forwarded message:

From: Daniel Decker <ddecker1990@yahoo.com>
Date: February 5, 2019 at 10:44:12 AM EST
To: hjarrellroe@ytown.org
Subject: Recreational pot shops

I support recreational marijuana shops opening in Ypsilanti township. I think the city will definitely approve and think the township should welcome new businesses especially in the east end of the township(Michigan Ave/Ecorse rd/Willow Run area) where any type of investment in the community would be greatly appreciated by the citizens.

Sincerely, Dan Decker
405 N Harris Rd
Ypsilanti Township

Zimbra**Istanfield@ytown.org**

Fwd: Recreational dispensaries

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:38 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Recreational
dispensaries

To : kloveyjoyroe@ytown.org,
Istanfield@ytown.org

Waiting for address

Begin forwarded message:

From: Gynelle Beal <gbeal145@gmail.com>
Date: February 5, 2019 at 10:49:54 AM EST
To: Hjarrellroe@ytown.org
Subject: Recreational dispensaries

I support having them and would be very upset if Ypsilanti passed up this lucrative opportunity. Beyond that there are a lot of people who don't have the means to go all the way to ann arbor to get what they need. It seems unfair to those with disabilities - who voted for recreational MJ - to be told their vote was tossed out and that they had better find a way to get to another town if they want to use the thing they voted for.

Zimbra**Istanfield@ytown.org**

Fwd: Recreational Marijuana Establishments Ordinance

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:37 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Recreational
Marijuana Establishments
Ordinance

To : Istanfield@ytown.org

Waiting for her address

Begin forwarded message:

From: Julie Sampson
<julie.m.sampson@gmail.com>
Date: February 5, 2019 at 2:23:10 PM EST
To: [Hjarrellroe@ytown.org](mailto:hjarrellroe@ytown.org)
**Subject: Recreational Marijuana
Establishments Ordinance**

Dear Heather Roe,

I am writing to express my opinion on the issue of prohibiting recreational marijuana establishments in Ypsilanti. I firmly believe as a homeowner and mother in Ypsi that prohibiting these facilities is wrong. Ypsilanti should be welcoming to legal

businesses and especially welcoming of new tax revenue. The best way to keep the people of Ypsi safe is to keep legal activities (like recreational smoking) close and safely overseen.

I hope that the board votes tonight in a way that reflects the best interest of Ypsilanti, please vote no on this ordinance.

Thank you for your attention,
Julie Sampson

Zimbra**Istanfield@ytown.org**

Fwd: Marijuana Ordinance

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:37 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Marijuana
Ordinance

To : kloveyjoyroe@ytown.org

Cc : Istanfield@ytown.org

Begin forwarded message:

From: "K. Hall" <kris.hall187@gmail.com>
Date: February 5, 2019 at 12:59:17 PM EST
To: Heather Jarrell Roe <hjarrellroe@ytown.org>
Subject: Re: Marijuana Ordinance

Sure, 1068 East Forest Ave Ypsilanti, MI 48198

Thanks!

On Tue, Feb 5, 2019 at 12:56 PM Heather Jarrell
Roe <hjarrellroe@ytown.org> wrote:

Thank you, can you provide me your address for
the minutes?

> On Feb 5, 2019, at 12:54 PM, K. Hall
<kris.hall187@gmail.com> wrote:
>
> Ypsilanti township resident.
> I cannot make the meeting tonight, but I
oppose this measure and will vote OUT anyone
who votes in favor of moving this forward.
>
> The people of Michigan overwhelmingly voted
yes, leave it be. Make money off of it.
Ypsilanti Township Homepage - <https://ytown.org>

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

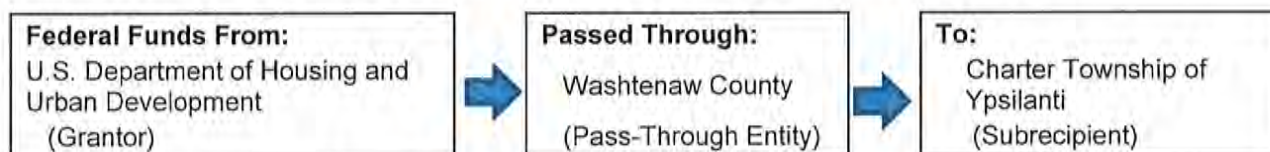
This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

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)	\$154,280 - 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	\$154,280.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$154,280.00
Total Amount of the Federal Award	2018 – \$2,109,235.00

Federal Award Project Description (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 Fifty Four Thousand Two Hundred Eighty Dollars and Zero Cents (\$154,280)**, 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 \$154,280.

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 *
Brenda Stumbo (DATE)
Township Supervisor Feb. 13, 2019

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Township Clerk Feb. 13, 2019

APPROVED AS TO FORM:

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

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Diana L. Stumbo / Karen Lovvay Roe
 Signature of Subrecipient's Authorized Representative

Brenda L. Stumbo / Karen Lovvay Roe
 Name of Subrecipient Organization

Supervisor / Clerk
 Title of Subrecipient's Authorized Representative

Feb. 13, 2019
 Date Submitted

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charter Township of Ypsilanti
Name of Subrecipient Organization

Brenda L. Stumbo / Karen Louiey Poe
Printed Name and Title of Subrecipient's Authorized Representative

Supervisor Clerk
Brenda L. Stumbo / Karen Louiey Poe
Signature of Subrecipient's Authorized Representative

Feb. 13, 2019
Date

Subrecipient Audit Certification

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

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

Program: Community Development Block Grant Program CFDA Number: _____

Subrecipient Information:

Organization Name: Charter Township of Ypsilanti

Street Address: 7200 S. Huron River Dr.

City, State, Zip Code: Ypsilanti, MI 48197

Independent Audit Firm: Post, Smythe, Lutz, and Ziel LLP

Certification for Fiscal Year Ending (mm/dd/yyyy): June 1, 2018

(Check appropriate box):

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

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Brenda L. Stumbol / Karen Longway Roe
Signature of Subrecipient's Authorized Representative

Feb. 13, 2019
Date

Brenda L. Stumbol / Karen Longway Roe

For Washtenaw County Use Only

Reviewed By: _____ Date: _____

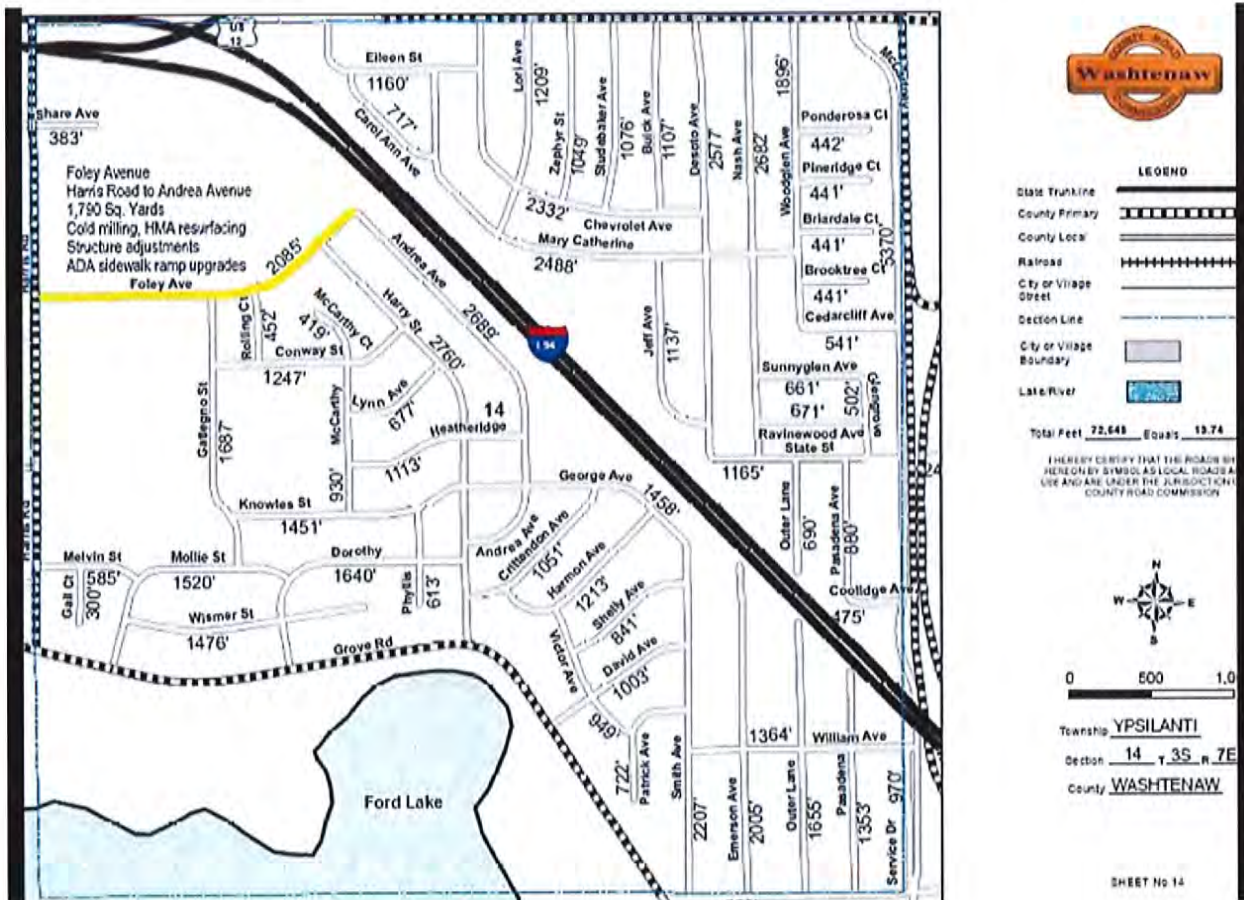
ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **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.

Project Location

Charter Township of Ypsilanti – Foley Avenue from S. Harris Avenue easterly to Andrea Street, for total approximate 2,085 lineal feet.



Contract # _____

PROJECT TIMELINE:

Activity	Deadline
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
Project Completion Date: 6/28/2019	

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 Fifty Four Thousand Two Hundred Eighty Dollars and Zero Cents (\$154,280)**, in 2018-2019 CDBG Funds according to the budget below:

PROJECT BUDGET:

Foley Avenue Road Improvement Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts	
CDBG (2018) - allocation	\$154,280
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$154,280
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	\$15,120
Construction	\$128,780
Total Expenditures	\$143,900

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, Eggan & 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: Daniel L. Stumbo
Its: Brenda L. Stumbo / Karen Lovejoy Roe
Supervisor Feb. 6, 2019 Clerk

Trenchless Solutions, Inc.

Date:

By: _____
Its: _____

JA Utilities, LLC

Date:

By: _____
Its: _____

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:

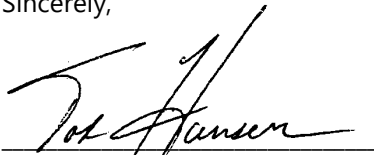
This letter summarizes Barr Engineering Co.'s (Barr's) proposal to assist the Charter Township of Ypsilanti (Township) with an exercise of the existing Emergency Action Plan (EAP) for the Ford Lake Dam hydropower project, as requested in the Federal Energy Regulatory Commission's (FERC's) July 10, 2018 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.

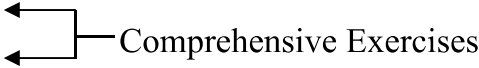
Operations-based Exercises

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.

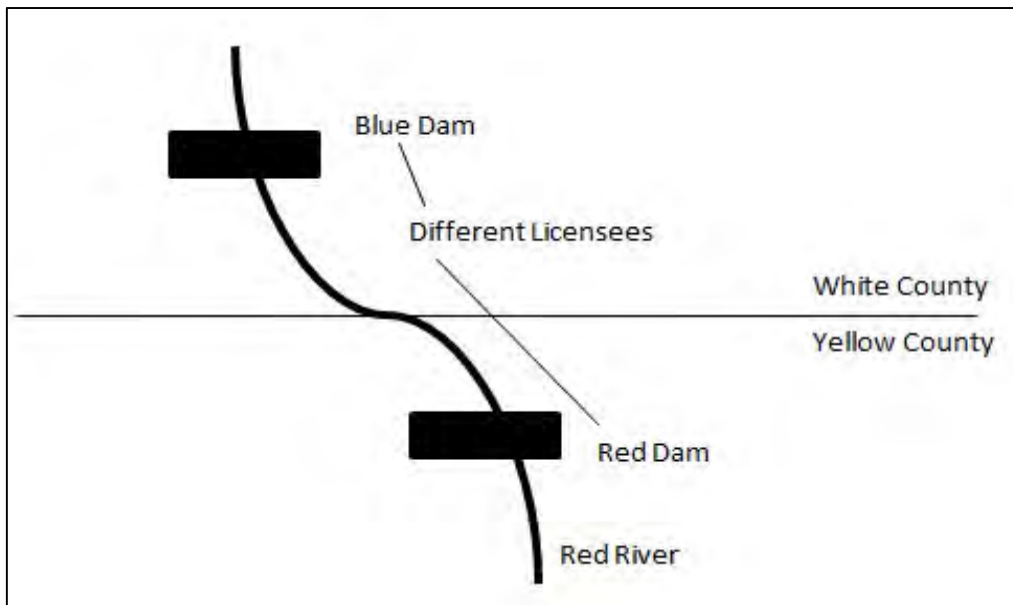


Figure 1 - Combined Functional Exercise

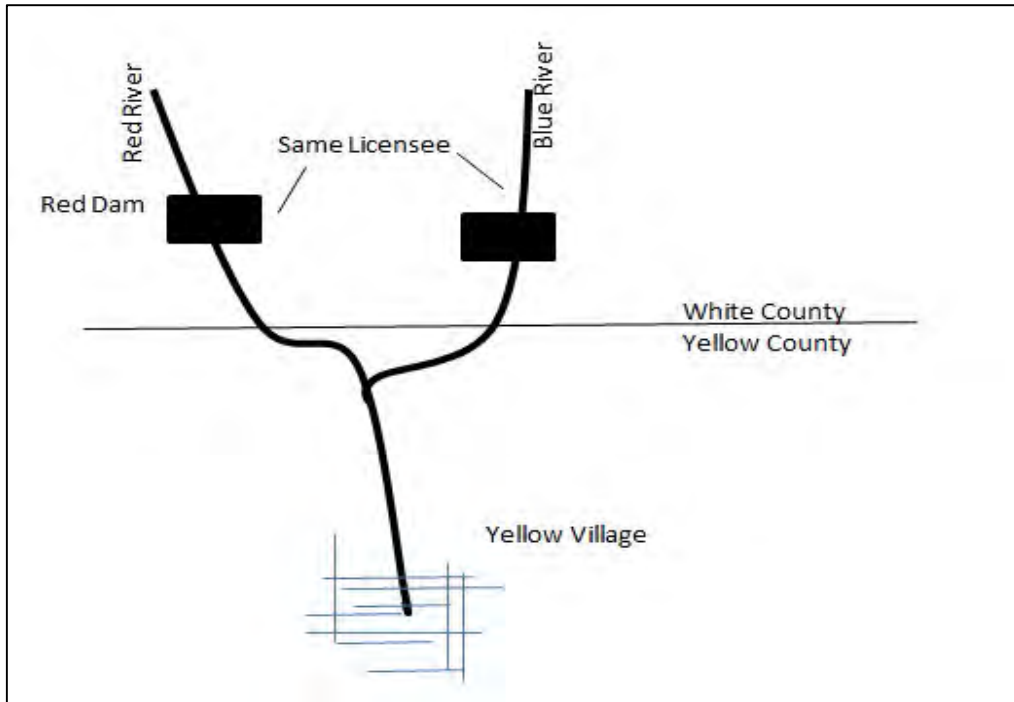


Figure 2 - Combined Functional Exercise

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
Brenda Stumbo (DATE) Feb. 6, 2019
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

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

BY: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Charter Township of Ypsilanti Clerk
FEB. 6, 2019



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.

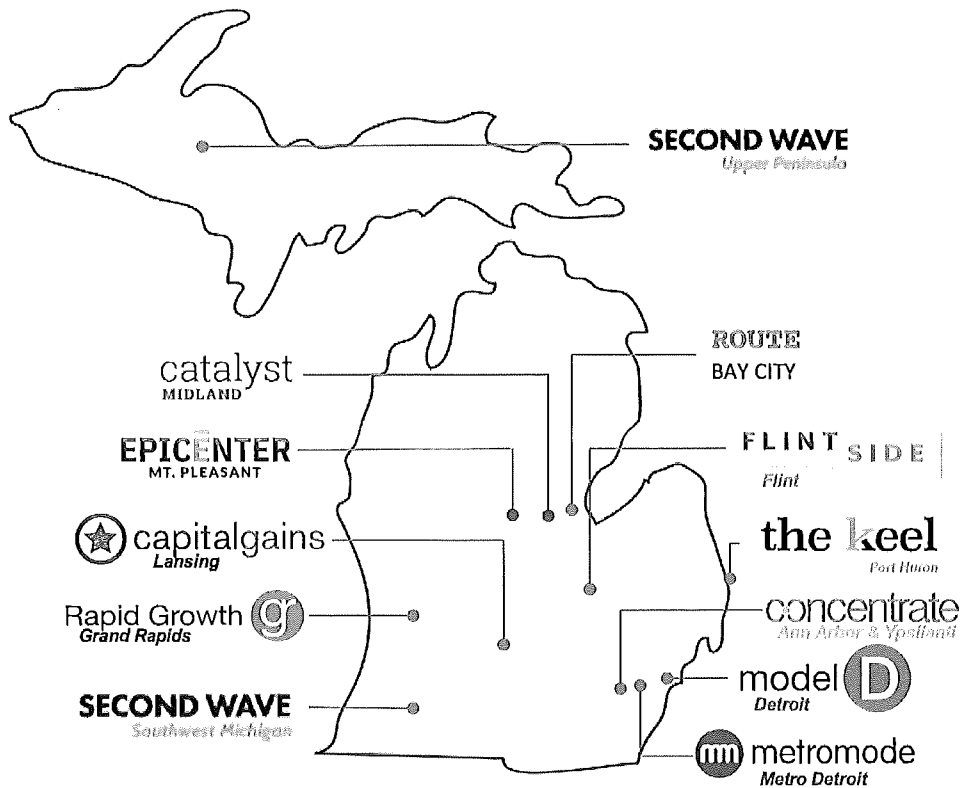
Accepted by Charter Township of Ypsilanti:	Accepted by IMG:
	_____
Signature	Signature
	_____
Name	Paul Schutt
	_____
Date	Date

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.



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

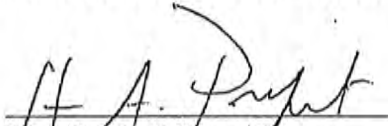
6.1 The term of this Agreement shall be for a minimum of 36 months, and continuing thereafter on a month-to-month basis until written notice of termination has been served with 90 days' prior notice by either party hereto.

NON-ASSIGNABILITY

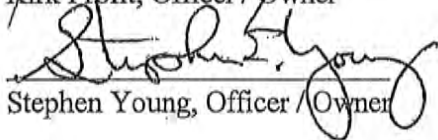
7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

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

GOVERNMENTAL CONSULTANT SERVICES, INCORPORATED

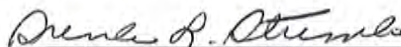

Kirk Profit, Officer / Owner

Date



Stephen Young, Officer / Owner

Date

CHARTER TOWNSHIP OF YPSILANTI


Brenda Stumbo, Supervisor

Feb. 6, 2019
Date


Karen Lovejoy-Roe, Clerk

Feb. 6, 2019
Date

**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.

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 19, 2019 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	500,084.98
HAND CHECKS -	\$	203,915.73
CREDIT CARD PURCHASES-	\$	<u>8,715.62</u>
GRAND TOTAL -	\$	712,716.33

Clarity Health Care Deductible –

ACH EFT -	\$	44,109.14 (JAN)
ADMIN FEE -	\$	0.00 (JAN)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/05/2019	181191	MCLAIN AND WINTERS	13,067.54
02/05/2019	181192	DAN KIMBALL	50.00
02/07/2019	181193	COMCAST CABLE	106.85
02/07/2019	181194	DTE ENERGY**	69,319.98
02/07/2019	181195	GUARDIAN ALARM	360.00
02/07/2019	181196	GUARDIAN ALARM	476.61
02/07/2019	181197	MI CUSTOM SIGNS	6,857.50
02/07/2019	181198	VERIZON WIRELESS	2,443.05
02/07/2019	181199	VERIZON WIRELESS	256.83
02/07/2019	181200	WASTE MANAGEMENT	91.57
02/07/2019	181201	WASTE MANAGEMENT	283.87
02/05/2019	181202	HALL OF FAME	1,320.00
02/07/2019	181203	MOLNAR ROOFING	86,400.00
02/07/2019	181204	MYSTRO PRODUCTIONS	300.00
02/08/2019	181205	COMCAST CABLE	6,310.11
02/08/2019	181206	DTE ENERGY	8,136.20
02/08/2019	181207	LOWER HURON SUPPLY	1,011.62
02/11/2019	181208	COMERICA BANK	7,124.00
02/11/2019	181209	NEXT INTERNATIONAL, INC.	7,124.00
AP TOTALS:			
Total of 19 Checks:			211,039.73
Less 1 Void Checks:			7,124.00
Total of 18 Disbursements:			203,915.73

HAND CHECKS

V

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/19/2019	181210	AARON SIEGFRIED	195.00
02/19/2019	181211	ALLEGRA PRINTING AND IMAGING	1,541.00
02/19/2019	181212	ALLGRAPHICS CORPORATION	1,340.00
02/19/2019	181213	AMAZON CAPITAL SERVICES	548.10
02/19/2019	181214	AMERICAN JUDGE'S ASSOC.	175.00
02/19/2019	181215	ANN ARBOR WELDING SUPPLY CO	8.37
02/19/2019	181216	ARBOR INSPECTION SERVICES	415.00
02/19/2019	181217	ARBOR VACUUM & SMALL APPLIANCE	16.95
02/19/2019	181218	AUTO VALUE YPSILANTI	260.51
02/19/2019	181219	B/C CONTRACTORS, INC.	350.00
02/19/2019	181220	BRUCE JOHNSON	3,060.00
02/19/2019	181221	CARLISLE/WORTMAN ASSOCIATES	10,144.53
02/19/2019	181222	CHELSEA BRODFUEHRER	1,004.25
02/19/2019	181223	COLMAN-WOLF SANITARY SUPPLY CO	302.16
02/19/2019	181224	COLONIAL HEATING & COOLING	80.00
02/19/2019	181225	CONGDON'S	171.08
02/19/2019	181226	CONTI	19,130.22
02/19/2019	181227	CRAWFORD DOOR SALES	500.00
02/19/2019	181228	DAN KIMBALL	28.49
02/19/2019	181229	DAN'S ELECTRIC CORP	50.00
02/19/2019	181230	DAWN FARM	4,650.00
02/19/2019	181231	DEAN ROGERS	172.90
02/19/2019	181232	DELUX RENTAL	72.00
02/19/2019	181233	DISPUTE RESOLUTION CENTER	1,875.00
02/19/2019	181234	DTE ENGERY	2,016.45
02/19/2019	181235	EMERGENCY VEHICLE SERVICES	1,636.25
02/19/2019	181236	EVENHEAT	88.01
02/19/2019	181237	FLOYD WOODARD	3,072.00
02/19/2019	181238	GORDON FOOD SERVICE INC.	247.84
02/19/2019	181239	GOVERNMENTAL CONSULTANT SERVICES	2,935.50
02/19/2019	181240	GRAINGER	44.94
02/19/2019	181241	HERKIMER RADIO SERVICE	250.00
02/19/2019	181242	HOME DEPOT	513.29
02/19/2019	181243	JONATHON TROOST	100.00
02/19/2019	181244	JUMP-A-RAMA	1,227.80
02/19/2019	181245	KALITTA AIR LLC	46,303.75
02/19/2019	181246	LANGUAGE LINE SERVICES	62.22
02/19/2019	181247	LONG'S AUTOMOTIVE INC	280.45
02/19/2019	181248	LOWE'S	120.69
02/19/2019	181249	MARK HAMILTON	1,750.00
02/19/2019	181250	MCCALLA'S FEED SERVICE, INC.	388.50
02/19/2019	181251	MCLAIN AND WINTERS	128,086.50
02/19/2019	181252	MICHIGAN ASSOC. OF DRUG TREATMENT	915.00
02/19/2019	181253	MICHIGAN ASSOC. OF MUNICIPAL CLERKS	150.00
02/19/2019	181254	MICHIGAN DISTRICT JUDGES ASSOC	225.00
02/19/2019	181255	MICHIGAN LINEN SERVICE, INC.	895.80
02/19/2019	181256	MICHIGAN MUNICIPAL LEAGUE	186,152.00
02/19/2019	181257	MIDWEST PROPERTY MAINTENANCE	95.00
02/19/2019	181258	MUZZALL GRAPHICS	302.01
02/19/2019	181259	NAVAJO MANUFACTURING COMPANY	180.00
02/19/2019	181260	OFFICE EXPRESS	818.00
02/19/2019	181261	OKINAWAN KARATE CLUB	532.00
02/19/2019	181262	ORCHARD, HILTZ & MCCLIMENT INC	14,721.00
02/19/2019	181263	PARKWAY SERVICES, INC.	130.00
02/19/2019	181264	PHMC - ACCOUNTING DEPT	1,100.00
02/19/2019	181265	PM TECHNOLOGIES, LLC	315.00
02/19/2019	181266	PREFERRED TONER SOLUTIONS	139.95
02/19/2019	181267	R C MARTIN	363.75
02/19/2019	181268	RAY RANDOLPH	3,024.00
02/19/2019	181269	RHETT REYES	1,098.00
02/19/2019	181270	RICHARD FITZGERALD	3,096.00
02/19/2019	181271	RICOH USA, INC.	2,069.75
02/19/2019	181272	ROBERT ARRICK	3,144.00
02/19/2019	181273	ROBERT CROCKER	3,144.00
02/19/2019	181274	ROBERT ENGEL	2,250.00
02/19/2019	181275	ROSE PEST SOLUTIONS	225.00
02/19/2019	181276	RUBBER STAMPS UNLIMITED INC	98.50
02/19/2019	181277	SCHOOLCRAFT COLLEGE	190.00
02/19/2019	181278	SOUTHERN COMPUTER WAREHOUSE	1,428.84
02/19/2019	181279	SPEARS FIRE & SAFETY SERVICE	140.00
02/19/2019	181280	STANDARD PRINTING	240.00
02/19/2019	181281	STANTEC	494.25
02/19/2019	181282	STATE OF MICHIGAN	1,001.82
02/19/2019	181283	STERICYCLE INC	202.15
02/19/2019	181284	TARGET INFORMATION	90.38
02/19/2019	181285	TASK FORCE TIPS	172.38
02/19/2019	181286	TINA HOTCHKISS	2,052.00
02/19/2019	181287	TODD BARBER	225.00

02/12/2019 03:01 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 181210 - 181296

Check Date	Check	Vendor Name	Amount
02/19/2019	181288	ULLIANCE	1,019.15
02/19/2019	181289	VALERIE BASS	240.00
02/19/2019	181290	VICTORY LANE	101.28
02/19/2019	181291	W.J. O'NEIL COMPANY	2,774.00
02/19/2019	181292	WEST SHORE SERVICES, INC.	4,800.00
02/19/2019	181293	WOLVERINE FREIGHTLINER	901.96
02/19/2019	181294	WOLVERINE PIPE LINE COMPANY	1,080.00
02/19/2019	181295	YPSILANTI COMMUNITY	22,143.26
02/19/2019	181296	YSHELU JOHNSON	390.00

AP TOTALS:

Total of 87 Checks:	500,084.98
Less 0 Void Checks:	0.00
Total of 87 Disbursements:	500,084.98

Check Date	Check	Vendor Name	Description	Amount
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CREDIT CARDS

Bank CARDS COMERICA COMMERICAL CARD

02/19/2019	41(E)	COMERICA BANK	INTRODUCTION TO MAERS FOR W. DUDLEY AND FLYER - MASTER PLAN WORKSHOP	160.00
			SERVICEDESK PLUS RENEWAL	4,003.83
			PASSPORT POSTAGE WEEK OF 1-28-19	1,325.00
			PASSPORT POSTAGE WEEK OF 1-21-19	73.05
			PASSPORT POSTAGE	82.90
			PASSPORT POSTAGE	123.10
			PASSPORT POSTAGE	129.80
			PASSPORT POSTAGE	149.90
			MRPA CHARGES FOR A. VERGES	469.49
			DANCE COSTUMES FOR DANCERS WHO PAID LATE	234.28
			TIGHTS FOR YOUTH DANCE CLASSES	392.16
			DANCE COSTUMES FOR DANCERS WHO PAID LATE	254.00
			MARIJUANA IN THE WORKPLACE WEBINAR	249.00
			PASTEBIN LIFETIME MEMBERSHIP	30.19
			CHARGER CORDS FOR BLINDS HAPPY ROOM	25.00
			KEYS - EXTRA FOR FILE CABINET	20.00
			ECORSEROADYPSI.COM DOMAIN REGISTRATION	64.56
			SCREENCONNECT RENEWAL	231.36
			DUAL MOTORIZED MONTIOR MOUNT	698.00
				<u>8,715.62</u>

CARDS TOTALS:

Total of 1 Checks:	8,715.62
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>8,715.62</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
JANUARY 1, 2019 THROUGH JANUARY 31, 2019

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,690,382.39	717,657.59	1,038,613.62	4,369,426.36
101 - Payroll	120,305.63	599,742.45	571,954.94	148,093.14
101 - Willow Run Escrow	143,600.09	84.19	0.00	143,684.28
206 - Fire Department	232,363.07	5,994.74	195,059.47	43,298.34
208 - Parks Fund	31,682.97	60.14	308.27	31,434.84
212 - Roads/Bike Path/Rec/General Fund	320,474.86	1,012.62	20,167.07	301,320.41
226 - Environmental Services	1,434,902.90	36,416.45	252,364.56	1,218,954.79
230 - Recreation	42,524.31	58,549.92	31,617.02	69,457.21
236 - 14-B District Court	405,272.51	92,752.81	237,324.73	260,700.59
244 - Economic Development	68,880.46	131.35	0.00	69,011.81
248 - Rental Inspections	153,507.03	19,747.03	16,568.92	156,685.14
249 - Building Department Fund	1,225,002.90	86,718.82	32,975.58	1,278,746.14
250 - LDFA Tax	20,083.26	38.21	0.00	20,121.47
252 - Hydro Station Fund	331,226.00	48,219.16	18,006.85	361,438.31
266 - Law Enforcement Fund	2,312,612.02	4,756.35	35,605.14	2,281,763.23
398 - LDFA 2006 Bonds	224,067.69	427.45	0.00	224,495.14
584 - Green Oaks Golf Course	91,938.22	1,017.66	22,317.47	70,638.41
590 - Compost Site	806,090.59	31,513.12	22,606.20	814,997.51
595 - Motor Pool	163,333.31	907.84	4,889.70	159,351.45
701 - General Tax Collection	28,356.25	2,538.05	0.00	30,894.30
703 - Current Tax Collections	5,905,084.69	12,758,584.00	3,419,755.22	15,243,913.47
707 - Bonds & Escrow/GreenTop	1,134,855.44	102,236.45	6,216.50	1,230,875.39
708 - Fire Withholding Bonds	75,133.14	12,554.45	0.00	87,687.59
893 - Nuisance Abatement Fund	76,164.64	329.92	825.00	75,669.56
GRAND TOTAL	<u>20,037,844.37</u>	<u>14,581,990.77</u>	<u>5,927,176.26</u>	<u>28,692,658.88</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

Charter Township of Ypsilanti

RESOLUTION 2019-05

**Authorizing the Charter Township of Ypsilanti
Board of Trustees to Approve the “Land and Water
Conservation Funds” Proposed “Amendment to Project
Agreement Due to Conversion” Specifically Amendment
Number #1 26-01080, 26-01725, and 26-01293 and
Authorize Said Amendment to be Signed by
Township Supervisor Brenda L. Stumbo
and Clerk Karen Lovejoy Roe**

WHEREAS, on *January 18, 2019* Ypsilanti Township Clerk Karen Lovejoy Roe received from the Department of Natural Resources three proposed “**Project Agreement Amendments**” which amendments need to be approved by the Ypsilanti Township Board of Trustees and returned to the DNR, and

WHEREAS, the three proposed “**Project Agreement Amendments**” pertain to the “**Ford Lake Park**” wherein a cell tower was constructed a number of years ago on .14 acres of said property which required the Township to set aside an additional area of the Township for parkland to mitigate and offset the use of the .14 acre property for the cell tower, and

WHEREAS, the Township did, in fact, set aside 7.87 acres of mitigation property known as “**Glenwood Park**” as depicted in Appendix B of the Amendment to the Project Agreement which property has satisfied the representatives of the DNR, and

WHEREAS, it is necessary for the proposed Project Amendment Agreements to be approved by the Ypsilanti Township Board of Trustees so as to allow this project to be “**Closed Out**” so as to allow the Township to continue to make applications for grants to the DNR if so authorized,

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP

BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Ypsilanti Township Board of Trustees approves the proposed “**Amendments to Project Agreement Due to Conversion**” specifically Amendment #1 26-01080, 26-01725, and 26-01293 as requested by the DNR.

2. That the Ypsilanti Township Board of Trustees authorizes Supervisor Brenda L. Stumbo and Township Clerk Karen Lovejoy Roe to execute the three proposed “**Project Amendments**” and return both to the DNR as requested by DNR Representative Erin Campbell after which one fully executed copy will be returned to the Township.

BE IT FURTHER RESOLVED that Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe are authorized to execute any additional and/or ancillary documents related to the finalization of the “**Ford Lake Park Conversion.**”



Michigan Department of Natural Resources - Grants Management

**LAND AND WATER CONSERVATION FUND
AMENDMENT TO PROJECT AGREEMENT
DUE TO CONVERSION**

Grantee:	Ypsilanti Township
Project Title:	Ford Lake Park
Project Location:	Ypsilanti Township, Washtenaw County
Project and Amendment Number:	26-01080, Amendment #1

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the TOWNSHIP of YPSILANTI in the county of WASHTENAW ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes .14 acres from the project area of the original Agreement or as may have been revised by previous amendment.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 7.87 acres, of non-adjacent mitigation property creating Glenwood Park, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

Approval of the amendment by its governing body is not required.

The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-01080, Amendment #1

GRANTEE

SIGNED:

WITNESSED:

By: _____ **By:** _____

Title: _____ **By:** _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED:

By: _____ **By:** _____
Dan Lord, Manager
Grants Management

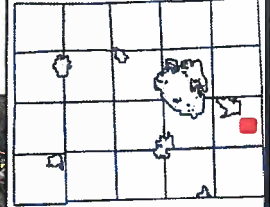
EFFECTIVE DATE: _____ **By:** _____

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01080, Amendment #1**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

New 6(f)B w/ conversion noted affects 26-01080, 26-01293, 26-01725



Legend

- Railroads
- Right of Way
- Quarter Sections
- Plat Boundary
- Parcels
- Jurisdiction Lines
- O2015 boundary



Ford Lake Park: 91.43 Acres
 Conversion Area: 0.14 Acres
 Remaining Acreage After Conversion: 91.29 Acres

23

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

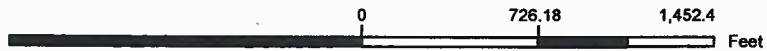
The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
 4/6/2016

Notes

Photograph: April 2015
 Zip Code: 48197-7081

AKR
 4/19-16



© 2013 Washtenaw County

1:8,714

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Ford Lake Park: Proposed Conversion Area Legal Description

Situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and known as being part of the Southwest Quarter of Section 23 and further known as being part of the properties owned by the Charter Township of Ypsilanti and part of Washtenaw County Parcel No's K-11-23-300-005 (no deed of record found), K-11-23-300-019 (no deed of record found) and K-11-23-300-020 (no deed of record found) and also being further bounded and described as follows:

Commencing at the Northwest corner of said Washtenaw County Parcel No. K-11-23-300-019 and the Northeast corner of said Washtenaw County Parcel No. K-11-23-300-020.

Thence along the Northern line of said Washtenaw County Parcel No. K-11-23-300-019, bearing North 89°21'06" East, a distance of 724.54 feet to a point;

Thence at a right angle, bearing South 00°38'54" East, a distance of 60.60 feet to a point and being a TRUE PLACE OF BEGINNING of the T-Mobile Lease area herein described;

Thence, bearing North 89°27'49" East, a distance of 75.00 feet to a point;

Thence at a right angle, bearing South 00°32'11" East, a distance of 75.00 feet to a point;

Thence at a right angle, bearing South 89°27'49" West a distance of 75.00 feet to a point;

Thence at a right angle, bearing North 00°32'11" West, a distance of 75.00 feet to a point and the TRUE PLACE OF BEGINNING, containing 5,625 square feet or 0.1291 acres of land, more or less but subject to all legal highways and oil covenants and agreements of record.

Bearing are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No 50448 by AR Surveying in December 2005.

Washtenaw County Legal Description

This data is received from local cities, villages, and townships. For additional information or verification, please contact your local city, village or township assessor, the Washtenaw County Clerk/Register of Deeds at (734)222-6710 or the Washtenaw County Department of Equalization at (734)222-6662.

Parcel Identification	
Parcel Number:	K -11-23-200-006
Property Address Street Number, Name & Direction	9075 S HURON RIVER DR
City, Village, or Township:	TOWNSHIP OF YPSILANTI

Legal Description:	<p>BEG AT THE INTERSECTION OF E LINE OF SAID SECTION 22 AND THE CENTERLINE OF HURON RIVER DRIVE, TH N 02-24-16 W 1097.4 FT; TH N 70-08-10-W 102.69 FT; TH S 86-06-20 W 211.19 FT; TH S 86-36-49 W 138.03 FT; TH S 56-23-20 W 75.05 FT; TH S 02-24-16 E 978.56 FT; TH S 80-05-09 E (CALL TO CLOSE) 520.33 FT +/- TO POB. CONTAINING 12.50 ACRES. COMBINED ON 01/19/2006 WITH K -11-23-200-005, K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006; ALSO: COM AT THE W 1/4 POST SECTION 23, TH S 89-35-10 E 800.01FT TO POB; TH S 29-08-00 W 217.18 FT; TH S 56-58-01 E 736.30 FT +/-; TH N 01-04-51 W 587.57 FT; TH N 89-35-10 W 500.48 FT TO POB. CONTAINING 5.21 ACRES. COMBINED ON 01/19/2006 WITH K -11-23-200-005, K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006; ALSO: COM AT THE W 1/4 POST SECTION 23, TH S 89-35-10 E 1300.49 FT IN E & W 1/4 LINE FOR PLACE OF BEG; TH S 89-35-10 E 1216.13 FT; TH S 60-00-40 E 73.56 FT; TH S 80-24-40 E 166.48 FT; TH S 15-31-00 E 211.06 FT; TH S 03-54-40 E 353.50 FT; TH S 24-50-40 W 227.80 FT; TH S 05-25-40 W 146.56 FT; TH S 70-40-45 W 628.85 FT; TH 67.71 FT IN ARC OF CURVE TO THE LEFT, RADIUS 800.00 FT, CHORD N 51-07-15 W, 67.69 FT; TH N 53-32-45 W 942.06 FT; TH N 01-05-00 W 587.89 FT TO PLACE OF BEGINNING. CONTAINING 32.41 ACRES. COMBINED ON 01/19/2006 WITH K -11-23-200-005 K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006; ALSO: ALL THAT PART OF THE NORTHWEST FRACTIONAL 1/4 SECTION 23 LYING SOUTHERLY OF THE 686 FOOT CONTOUR LINE (MEAN SEA LEVEL) OF THE SOUTHERLY LINE OF THE HURON RIVER EXCEPT A PARCEL COMMENCING AT THE W 1/4 POST OF AID SECTION23; TH N 00-54-20 W 251.0 FT ALONG THE WEST SECTION LIN OF SEC 23; TH S 56-51-20 E 60.35 FT; TH N 00-54-20 W 684.46 FT; TH S 42-14-20 E 145 FT; TH N 47-45-40 E 70 FT TO PL OF BEG OF THIS EXCEPTION; TH SOUTHEASTERLY 75.59 FT IN THE ARC OF A CURVE TO THE RIGHT, RADIUS 70 FT, CHORD S 11-18-19 E 71.98 FT; TH S 42-14-20 E 207.27 FT; TH SOUTHEASTERLY 33 FT IN THE ARC OF A CURVE TO THE LEFT, RADIUS 667.52 FT; TH N 40-00-00 E TO A POINT ON THE 686 FT COUNTOUR LINE OF THE HURON RIVER; TH N 63-01-00 W 41.30 FT; TH N 28-06-40 W 271.75 FT; TH N 43-01-00 W 1.67 FT; TH S 40-00-00 W TO PLACE OF BEGINNING. CONTAINING 40.82 ACRES +/- . COMBINED ON 01/19/2006 WITH K -11-23-200-005, K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006. ACCORDING TO DEED FILED IN LIBER 2380, PAGE 467/468, WASHTENAW COUNTY DEEDS.</p>
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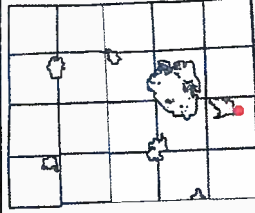
Original Legal Description of Ford Lake Park

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01080, Amendment #1**

Legal Description and Boundary Map of the Mitigation Area

New IdF mitigation property ^{affects} 26-01080, 26-01293, 26-01725



Legend

- + Railroads
- Right of Way
- Quarter Sections
- Plat Boundary
- Parcels
- Jurisdiction Lines
- Lakes
- Streams
- Parks
 - Game Area
 - Park
 - Farmland or Conser
 - Preserve
 - Recreation Area
 - Other
- O2015_boundary

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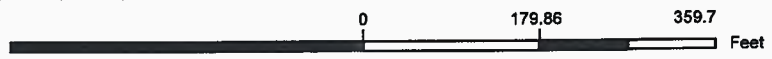
NOTE: Parcels may not be to scale.
4/6/2016

Notes

Photograph: April 2015
Zip Code: 48198-5960

[Handwritten signature]
4/16/16

Aerial view 4/19/16



© 2013 Washtenaw County 1: 2,158

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Washtenaw County Parcel Report

Parcel ID:

K-11-10-407-046

Report generated 8/5/2014 3:32:45 PM

Parcel Information

PIN: K-11-10-407-046
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81020 , YPSILANTI PUBLIC SCHOOLS
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

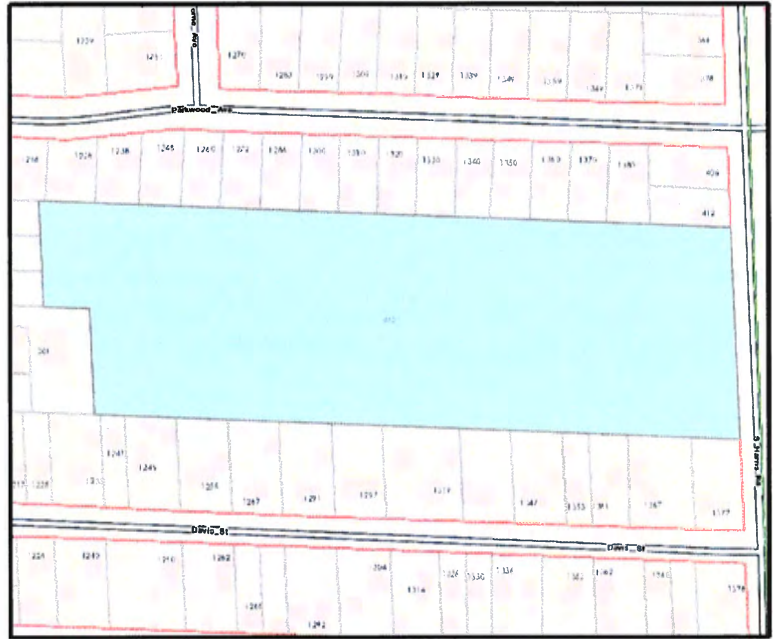
Property Information

Address: GLENWOOD AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI

Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
08/20/2010	59245	QUIT CLAIM DEED
03/12/2008	0	AFFIDAVIT

Tax Description

COM AT E 1/4 CORNER OF SEC 10, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, TH S 01-32-30 E 658.73 FT ALG THE E/L OF SAID SEC 10; TH N 87-17-00 W 33.09 FT TO THE POB, TH S 01-32-30 E 329.90 FT ALG THE WLY LINE OF HARRIS RD (66 FEET WIDE); TH N 87-17-00 W 1004.36 FT ALG THE N/L OF TURNBULL'S SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 9, WASH COUNTY RECORDS; TH N 0-56-30 W 164.95 FT; TH N 87-17-00 W 71.86 FT; TH N 01-56-30 W 165.13 FT; TH S 87-17-00 E 1078.53 FT ALONG THE S/L OF PARKWOOD GARDENS SUBDIVISION, AS RECORDED IN LIBER 13 OF PLATS PAGES 36 & 37 WASHTENAW COUNTY RECORDS TO THE POB. BEING A PART OF THE SE 1/4 OF SAID SECTION 10 AND CONTAINING 7.87 ACRES OF LAND +/-.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

03/18/2014 10:27 AM

Parcel: K -11-10-407-046
Owner's Name: CHARTER TWP OF YPSILANTI
Property Address: GLENWOOD AVE
YPSILANTI, MI 48198

Current Class: 703.EXEMPT COUNTY, CITY, TWP,
Previous Class: 703.EXEMPT COUNTY, CITY, TWP,
Gov. Unit: 11 YPSILANTI TOWNSHIP
MAP #
School: 81020 YPSILANTI COMMUNITY SCH
Neighborhood: 00999 YPSILANTI TOWNSHIP PROPERTY

Liber/Page: 4809/647
Split: 11/29/2005
Created: 11/29/2005
Active: Active

Public Impr.: None
Topography: None

Mailing Address:

CHARTER TWP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI MI 48197

Description:

COM AT E 1/4 CORNER OF SEC 10, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, TH S 01-32-30 E 658.73 FT ALG THE E/L OF SAID SEC 10; TH N 87-17-00 W 33.09 FT TO THE POB,
TH S 01-32-30 E 329.90 FT ALG THE WLY LINE OF HARRIS RD (66 FEET WIDE); TH N 87-17-00 W 1004.36 FT ALG THE N/L OF TURNBULL'S SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 9, WASH COUNTY RECORDS; TH N 0-56-30 W 164.95 FT; TH N 87-17-00 W 71.86 FT; TH N 01-56-30 W 165.13 FT; TH S 87-17-00 E 1078.53 FT ALONG THE S/L OF PARKWOOD GARDENS SUBDIVISION, AS RECORDED IN LIBER 13 OF PLATS, PAGES 36 & 37 WASHTENAW COUNTY RECORDS TO THE POB. BEING A PART OF THE SE 1/4 OF SAID SECTION 10 AND CONTAINING 7.87 ACRES OF LAND +/-.

Most Recent Sale Information

Sold on 08/20/2010 for 59,245 by WASHTENAW COUNTY TREASURER.

Terms of Sale: NOT MARKET SALE

Liber/Page: 4809/647

Most Recent Permit Information

None Found

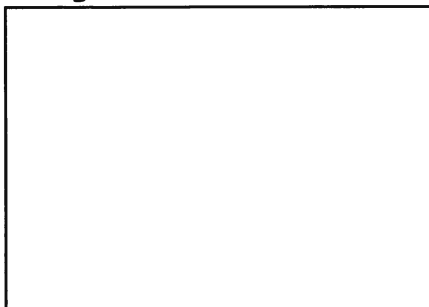
Physical Property Characteristics

2013 S.E.V.:	0	2013 Taxable:	0	Lot Dimensions:	
2012 S.E.V.:	0	2012 Taxable:	0	Acreage:	7.87
Zoning:	R5 SINGLE FAM (*)	Land Value:	0	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image



APPENDIX C

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01080, Amendment #1**

Local Resolution, if Required by Local Regulation



Michigan Department of Natural Resources - Grants Management

LAND AND WATER CONSERVATION FUND AMENDMENT TO PROJECT AGREEMENT DUE TO CONVERSION

Grantee:	<u>Ypsilanti Township</u>
Project Title:	<u>Ford Lake Improvements</u>
Project Location:	<u>Ypsilanti Township, Washtenaw County</u>
Project and Amendment Number:	<u>26-01725, Amendment #1</u>

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the TOWNSHIP of YPSILANTI in the county of WASHTENAW ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes .14 acres from the project area of the original Agreement or as may have been revised by previous amendment.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 7.87 acres, of non-adjacent mitigation property creating Glenwood Park, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

Approval of the amendment by its governing body is not required.

The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-01725, Amendment #1

GRANTEE

SIGNED:

WITNESSED:

By: _____ **By:** _____

Title: _____ **By:** _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED:

By: _____ **By:** _____
Dan Lord, Manager
Grants Management

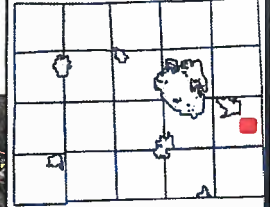
EFFECTIVE DATE: _____ **By:** _____

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01725, Amendment #1**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

New 6(f)B w/ conversion noted affects 26-01080, 26-01293, 26-01725



Legend

- Railroads
- Right of Way
- Quarter Sections
- Plat Boundary
- Parcels
- Jurisdiction Lines
- O2015 boundary

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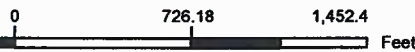
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NOTE: Parcels may not be to scale.
4/6/2016

Notes

Photograph: April 2015
Zip Code: 48197-7081

AKR
4/19-16



© 2013 Washtenaw County

1: 8,714

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Ford Lake Park: Proposed Conversion Area Legal Description

Situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and known as being part of the Southwest Quarter of Section 23 and further known as being part of the properties owned by the Charter Township of Ypsilanti and part of Washtenaw County Parcel No's K-11-23-300-005 (no deed of record found), K-11-23-300-019 (no deed of record found) and K-11-23-300-020 (no deed of record found) and also being further bounded and described as follows:

Commencing at the Northwest corner of said Washtenaw County Parcel No. K-11-23-300-019 and the Northeast corner of said Washtenaw County Parcel No. K-11-23-300-020.

Thence along the Northern line of said Washtenaw County Parcel No. K-11-23-300-019, bearing North $89^{\circ}21'06''$ East, a distance of 724.54 feet to a point;

Thence at a right angle, bearing South $00^{\circ}38'54''$ East, a distance of 60.60 feet to a point and being a TRUE PLACE OF BEGINNING of the T-Mobile Lease area herein described;

Thence, bearing North $89^{\circ}27'49''$ East, a distance of 75.00 feet to a point;

Thence at a right angle, bearing South $00^{\circ}32'11''$ East, a distance of 75.00 feet to a point;

Thence at a right angle, bearing South $89^{\circ}27'49''$ West a distance of 75.00 feet to a point;

Thence at a right angle, bearing North $00^{\circ}32'11''$ West, a distance of 75.00 feet to a point and the TRUE PLACE OF BEGINNING, containing 5,625 square feet or 0.1291 acres of land, more or less but subject to all legal highways and oil covenants and agreements of record.

Bearing are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No 50448 by AR Surveying in December 2005.

Washtenaw County Legal Description

This data is received from local cities, villages, and townships. For additional information or verification, please contact your local city, village or township assessor, the Washtenaw County Clerk/Register of Deeds at (734)222-6710 or the Washtenaw County Department of Equalization at (734)222-6662.

Parcel Identification	
Parcel Number:	K -11-23-200-006
Property Address Street Number, Name & Direction	9075 S HURON RIVER DR
City, Village, or Township:	TOWNSHIP OF YPSILANTI

Legal Description:	<p>BEG AT THE INTERSECTION OF E LINE OF SAID SECTION 22 AND THE CENTERLINE OF HURON RIVER DRIVE, TH N 02-24-16 W 1097.4 FT; TH N 70-08-10-W 102.69 FT; TH S 86-06-20 W 211.19 FT; TH S 86-36-49 W 138.03 FT; TH S 56-23-20 W 75.05 FT; TH S 02-24-16 E 978.56 FT; TH S 80-05-09 E (CALL TO CLOSE) 520.33 FT +/- TO POB. CONTAINING 12.50 ACRES. COMBINED ON 01/19/2006 WITH K -11-23-200-005, K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006; ALSO: COM AT THE W 1/4 POST SECTION 23, TH S 89-35-10 E 800.01FT TO POB; TH S 29-08-00 W 217.18 FT; TH S 56-58-01 E 736.30 FT +/-; TH N 01-04-51 W 587.57 FT; TH N 89-35-10 W 500.48 FT TO POB. CONTAINING 5.21 ACRES. COMBINED ON 01/19/2006 WITH K -11-23-200-005, K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006; ALSO: COM AT THE W 1/4 POST SECTION 23, TH S 89-35-10 E 1300.49 FT IN E & W 1/4 LINE FOR PLACE OF BEG; TH S 89-35-10 E 1216.13 FT; TH S 60-00-40 E 73.56 FT; TH S 80-24-40 E 166.48 FT; TH S 15-31-00 E 211.06 FT; TH S 03-54-40 E 353.50 FT; TH S 24-50-40 W 227.80 FT; TH S 05-25-40 W 146.56 FT; TH S 70-40-45 W 628.85 FT; TH 67.71 FT IN ARC OF CURVE TO THE LEFT, RADIUS 800.00 FT, CHORD N 51-07-15 W, 67.69 FT; TH N 53-32-45 W 942.06 FT; TH N 01-05-00 W 587.89 FT TO PLACE OF BEGINNING. CONTAINING 32.41 ACRES. COMBINED ON 01/19/2006 WITH K -11-23-200-005 K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006; ALSO: ALL THAT PART OF THE NORTHWEST FRACTIONAL 1/4 SECTION 23 LYING SOUTHERLY OF THE 686 FOOT CONTOUR LINE (MEAN SEA LEVEL) OF THE SOUTHERLY LINE OF THE HURON RIVER EXCEPT A PARCEL COMMENCING AT THE W 1/4 POST OF AID SECTION23; TH N 00-54-20 W 251.0 FT ALONG THE WEST SECTION LIN OF SEC 23; TH S 56-51-20 E 60.35 FT; TH N 00-54-20 W 684.46 FT; TH S 42-14-20 E 145 FT; TH N 47-45-40 E 70 FT TO PL OF BEG OF THIS EXCEPTION; TH SOUTHEASTERLY 75.59 FT IN THE ARC OF A CURVE TO THE RIGHT, RADIUS 70 FT, CHORD S 11-18-19 E 71.98 FT; TH S 42-14-20 E 207.27 FT; TH SOUTHEASTERLY 33 FT IN THE ARC OF A CURVE TO THE LEFT, RADIUS 667.52 FT; TH N 40-00-00 E TO A POINT ON THE 686 FT COUNTOUR LINE OF THE HURON RIVER; TH N 63-01-00 W 41.30 FT; TH N 28-06-40 W 271.75 FT; TH N 43-01-00 W 1.67 FT; TH S 40-00-00 W TO PLACE OF BEGINNING. CONTAINING 40.82 ACRES +/- . COMBINED ON 01/19/2006 WITH K -11-23-200-005, K -11-23-300-019, K -11-23-300-020 INTO K -11-23-200-006. ACCORDING TO DEED FILED IN LIBER 2380, PAGE 467/468, WASHTENAW COUNTY DEEDS.</p>
--------------------	--

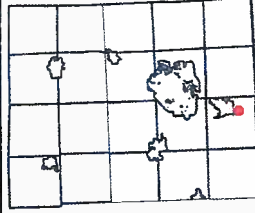
Original Legal Description of Ford Lake Park

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01725, Amendment #1**

Legal Description and Boundary Map of the Mitigation Area

New IdF mitigation property affects 26-01080, 26-01293, 26-01725



Legend

- + Railroads
- Right of Way
- Quarter Sections
- Plat Boundary
- Parcels
- Jurisdiction Lines
- Lakes
- Streams
- Parks
- Game Area
- Park
- Farmland or Conser
- Preserve
- Recreation Area
- Other
- O2015_boundary

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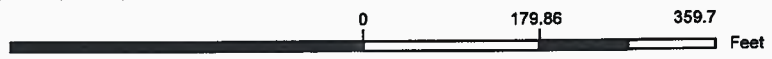
NOTE: Parcels may not be to scale.
4/6/2016

Notes

Photograph: April 2015
Zip Code: 48198-5960

[Handwritten signature]
4/16/16

Aerial view 4/19/16



© 2013 Washtenaw County 1: 2,158

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Washtenaw County Parcel Report

Parcel ID:

K-11-10-407-046

Report generated 8/5/2014 3:32:45 PM

Parcel Information

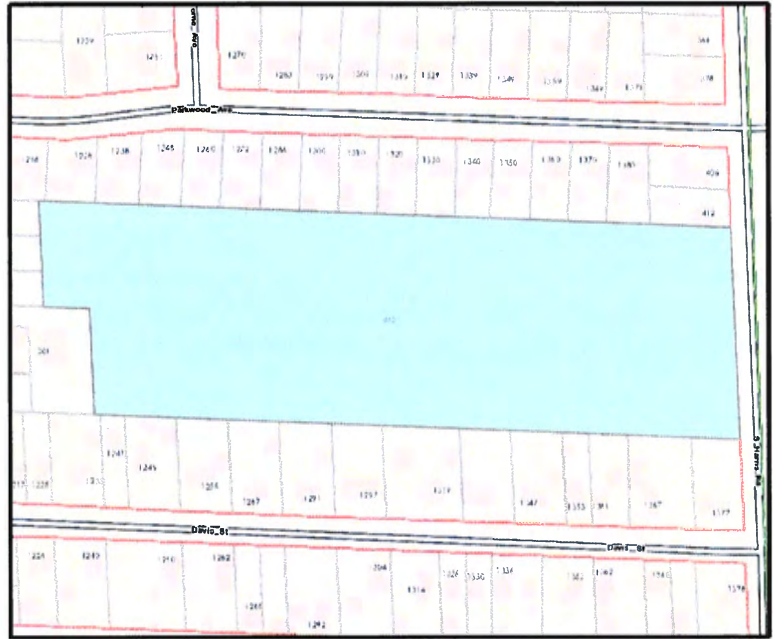
PIN: K-11-10-407-046
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81020 , YPSILANTI PUBLIC SCHOOLS
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

Property Information

Address: GLENWOOD AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
08/20/2010	59245	QUIT CLAIM DEED
03/12/2008	0	AFFIDAVIT

Tax Description

COM AT E 1/4 CORNER OF SEC 10, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, TH S 01-32-30 E 658.73 FT ALG THE E/L OF SAID SEC 10; TH N 87-17-00 W 33.09 FT TO THE POB, TH S 01-32-30 E 329.90 FT ALG THE WLY LINE OF HARRIS RD (66 FEET WIDE); TH N 87-17-00 W 1004.36 FT ALG THE N/L OF TURNBULL'S SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 9, WASH COUNTY RECORDS; TH N 0-56-30 W 164.95 FT; TH N 87-17-00 W 71.86 FT; TH N 01-56-30 W 165.13 FT; TH S 87-17-00 E 1078.53 FT ALONG THE S/L OF PARKWOOD GARDENS SUBDIVISION, AS RECORDED IN LIBER 13 OF PLATS PAGES 36 & 37 WASHTENAW COUNTY RECORDS TO THE POB. BEING A PART OF THE SE 1/4 OF SAID SECTION 10 AND CONTAINING 7.87 ACRES OF LAND +/-.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

03/18/2014 10:27 AM

Parcel: K -11-10-407-046
Owner's Name: CHARTER TWP OF YPSILANTI
Property Address: GLENWOOD AVE
YPSILANTI, MI 48198

Current Class: 703.EXEMPT COUNTY, CITY, TWP,
Previous Class: 703.EXEMPT COUNTY, CITY, TWP,
Gov. Unit: 11 YPSILANTI TOWNSHIP
MAP #
School: 81020 YPSILANTI COMMUNITY SCH
Neighborhood: 00999 YPSILANTI TOWNSHIP PROPERTY

Liber/Page: 4809/647
Split: 11/29/2005
Created: 11/29/2005
Active: Active

Public Impr.: None
Topography: None

Mailing Address:

CHARTER TWP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI MI 48197

Description:

COM AT E 1/4 CORNER OF SEC 10, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, TH S 01-32-30 E 658.73 FT ALG THE E/L OF SAID SEC 10; TH N 87-17-00 W 33.09 FT TO THE POB,
TH S 01-32-30 E 329.90 FT ALG THE WLY LINE OF HARRIS RD (66 FEET WIDE); TH N 87-17-00 W 1004.36 FT ALG THE N/L OF TURNBULL'S SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 9, WASH COUNTY RECORDS; TH N 0-56-30 W 164.95 FT; TH N 87-17-00 W 71.86 FT; TH N 01-56-30 W 165.13 FT; TH S 87-17-00 E 1078.53 FT ALONG THE S/L OF PARKWOOD GARDENS SUBDIVISION, AS RECORDED IN LIBER 13 OF PLATS, PAGES 36 & 37 WASHTENAW COUNTY RECORDS TO THE POB. BEING A PART OF THE SE 1/4 OF SAID SECTION 10 AND CONTAINING 7.87 ACRES OF LAND +/-.

Most Recent Sale Information

Sold on 08/20/2010 for 59,245 by WASHTENAW COUNTY TREASURER.

Terms of Sale: NOT MARKET SALE

Liber/Page: 4809/647

Most Recent Permit Information

None Found

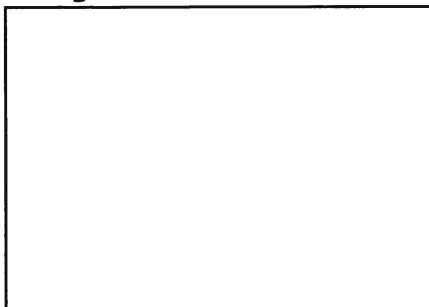
Physical Property Characteristics

2013 S.E.V.:	0	2013 Taxable:	0	Lot Dimensions:	
2012 S.E.V.:	0	2012 Taxable:	0	Acreage:	7.87
Zoning:	R5 SINGLE FAM (*)	Land Value:	0	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image



APPENDIX C

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01725, Amendment #1**

Local Resolution, if Required by Local Regulation



Michigan Department of Natural Resources - Grants Management

LAND AND WATER CONSERVATION FUND AMENDMENT TO PROJECT AGREEMENT DUE TO CONVERSION

Grantee:	Ypsilanti Township
Project Title:	Ford Lake Park - West Half Dev. II
Project Location:	Ypsilanti Township, Washtenaw County
Project and Amendment Number:	26-01293, Amendment #1

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the TOWNSHIP of YPSILANTI in the county of WASHTENAW ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes .14 acres from the project area of the original Agreement or as may have been revised by previous amendment.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 7.87 acres, of non-adjacent mitigation property creating Glenwood Park, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

Approval of the amendment by its governing body is not required.

The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-01293, Amendment #1

GRANTEE

SIGNED:

WITNESSED:

By: _____ By: _____

Title: _____ By: _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED:

By: _____ By: _____
Dan Lord, Manager
Grants Management

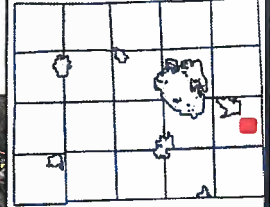
EFFECTIVE DATE: _____ **By:** _____

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01293, Amendment #1**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

New 6(f)B w/ conversion noted affects 26-01080, 26-01293, 26-01725



Legend

- Railroads
- Right of Way
- Quarter Sections
- Plat Boundary
- Parcels
- Jurisdiction Lines
- O2015 boundary



Ford Lake Park: 91.43 Acres
 Conversion Area: 0.14 Acres
 Remaining Acreage After Conversion: 91.29 Acres

23

AKR
4/19/16

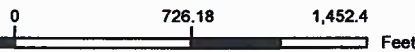
THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
4/6/2016

Notes

Photograph: April 2015
Zip Code: 48197-7081



© 2013 Washtenaw County

1:8,714

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Ford Lake Park: Proposed Conversion Area Legal Description

Situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and known as being part of the Southwest Quarter of Section 23 and further known as being part of the properties owned by the Charter Township of Ypsilanti and part of Washtenaw County Parcel No's K-11-23-300-005 (no deed of record found), K-11-23-300-019 (no deed of record found) and K-11-23-300-020 (no deed of record found) and also being further bounded and described as follows:

Commencing at the Northwest corner of said Washtenaw County Parcel No. K-11-23-300-019 and the Northeast corner of said Washtenaw County Parcel No. K-11-23-300-020.

Thence along the Northern line of said Washtenaw County Parcel No. K-11-23-300-019, bearing North $89^{\circ}21'06''$ East, a distance of 724.54 feet to a point;

Thence at a right angle, bearing South $00^{\circ}38'54''$ East, a distance of 60.60 feet to a point and being a TRUE PLACE OF BEGINNING of the T-Mobile Lease area herein described;

Thence, bearing North $89^{\circ}27'49''$ East, a distance of 75.00 feet to a point;

Thence at a right angle, bearing South $00^{\circ}32'11''$ East, a distance of 75.00 feet to a point;

Thence at a right angle, bearing South $89^{\circ}27'49''$ West a distance of 75.00 feet to a point;

Thence at a right angle, bearing North $00^{\circ}32'11''$ West, a distance of 75.00 feet to a point and the TRUE PLACE OF BEGINNING, containing 5,625 square feet or 0.1291 acres of land, more or less but subject to all legal highways and oil covenants and agreements of record.

Bearing are based on an assumed meridian and are used herein to indicate angles only.

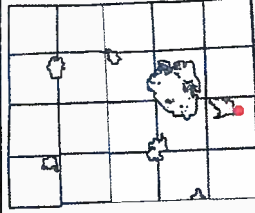
This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No 50448 by AR Surveying in December 2005.

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01293, Amendment #1**

Legal Description and Boundary Map of the Mitigation Area

New IdF mitigation property ^{affects} 26-01080, 26-01293, 26-01725



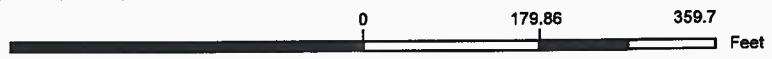
- Legend**
- + Railroads
 - Right of Way
 - Quarter Sections
 - Plat Boundary
 - Parcels
 - Jurisdiction Lines
 - Lakes
 - Streams
 - Parks
 - Game Area
 - Park
 - Farmland or Conser
 - Preserve
 - Recreation Area
 - Other
 - O2015_boundary

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
4/6/2016

Notes
Photograph: April 2015
Zip Code: 48198-5960



© 2013 Washtenaw County 1: 2,158

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Aerial view 4/19/16

[Signature]
4/16/16



Washtenaw County Parcel Report

Parcel ID:

K-11-10-407-046

Report generated 8/5/2014 3:32:45 PM

Parcel Information

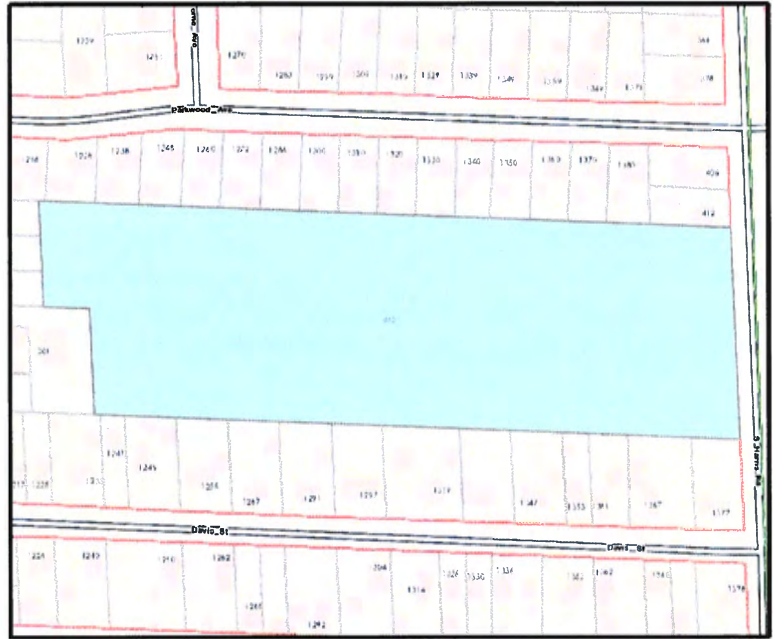
PIN: K-11-10-407-046
CVT Code: K
CVT Description: TOWNSHIP OF YPSILANTI
School: 81020 , YPSILANTI PUBLIC SCHOOLS
Property Class: 703 , EXMPT CNTY,CITY, TWP, VIL

Property Information

Address: GLENWOOD AVE
 YPSILANTI , MI 48198

Owner Information

Owner: CHARTER TWP OF YPSILANTI
Address: 7200 S HURON RIVER DR
 YPSILANTI , MI 48197



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0 %

Values

Assessed Value: \$ 0 **SEV:** \$ 0
Capped Value: \$ 0 **Taxable Value:** \$ 0

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
08/20/2010	59245	QUIT CLAIM DEED
03/12/2008	0	AFFIDAVIT

Tax Description

COM AT E 1/4 CORNER OF SEC 10, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, TH S 01-32-30 E 658.73 FT ALG THE E/L OF SAID SEC 10; TH N 87-17-00 W 33.09 FT TO THE POB, TH S 01-32-30 E 329.90 FT ALG THE WLY LINE OF HARRIS RD (66 FEET WIDE); TH N 87-17-00 W 1004.36 FT ALG THE N/L OF TURNBULL'S SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 9, WASH COUNTY RECORDS; TH N 0-56-30 W 164.95 FT; TH N 87-17-00 W 71.86 FT; TH N 01-56-30 W 165.13 FT; TH S 87-17-00 E 1078.53 FT ALONG THE S/L OF PARKWOOD GARDENS SUBDIVISION, AS RECORDED IN LIBER 13 OF PLATS PAGES 36 & 37 WASHTENAW COUNTY RECORDS TO THE POB. BEING A PART OF THE SE 1/4 OF SAID SECTION 10 AND CONTAINING 7.87 ACRES OF LAND +/-.

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

03/18/2014 10:27 AM

Parcel: K -11-10-407-046
Owner's Name: CHARTER TWP OF YPSILANTI
Property Address: GLENWOOD AVE
YPSILANTI, MI 48198

Current Class: 703.EXEMPT COUNTY, CITY, TWP,
Previous Class: 703.EXEMPT COUNTY, CITY, TWP,
Gov. Unit: 11 YPSILANTI TOWNSHIP
MAP #
School: 81020 YPSILANTI COMMUNITY SCH
Neighborhood: 00999 YPSILANTI TOWNSHIP PROPERTY

Liber/Page: 4809/647
Split: 11/29/2005
Created: 11/29/2005
Active: Active

Public Impr.: None
Topography: None

Mailing Address:

CHARTER TWP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI MI 48197

Description:

COM AT E 1/4 CORNER OF SEC 10, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, TH S 01-32-30 E 658.73 FT ALG THE E/L OF SAID SEC 10; TH N 87-17-00 W 33.09 FT TO THE POB,

TH S 01-32-30 E 329.90 FT ALG THE WLY LINE OF HARRIS RD (66 FEET WIDE); TH N 87-17-00 W 1004.36 FT ALG THE N/L OF TURNBULL'S SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 9, WASH COUNTY RECORDS; TH N 0-56-30 W 164.95 FT; TH N 87-17-00 W 71.86 FT; TH N 01-56-30 W 165.13 FT; TH S 87-17-00 E 1078.53 FT ALONG THE S/L OF PARKWOOD GARDENS SUBDIVISION, AS RECORDED IN LIBER 13 OF PLATS, PAGES 36 & 37 WASHTENAW COUNTY RECORDS TO THE POB. BEING A PART OF THE SE 1/4 OF SAID SECTION 10 AND CONTAINING 7.87 ACRES OF LAND +/-.

Most Recent Sale Information

Sold on 08/20/2010 for 59,245 by WASHTENAW COUNTY TREASURER.

Terms of Sale: NOT MARKET SALE

Liber/Page: 4809/647

Most Recent Permit Information

None Found

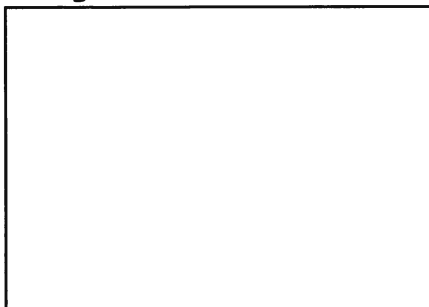
Physical Property Characteristics

2013 S.E.V.:	0	2013 Taxable:	0	Lot Dimensions:	
2012 S.E.V.:	0	2012 Taxable:	0	Acreage:	7.87
Zoning:	R5 SINGLE FAM (*)	Land Value:	0	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image



APPENDIX C

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01293, Amendment #1**

Local Resolution, if Required by Local Regulation

Memorandum

To: Karen Lovejoy Roe, Township Clerk
From: Sara Jo Shipley, Economic Development Director
Subject: Phase I Environmental Site Assessment for Proposed Skatepark
Date: February 14, 2019
RE: Authorize agreement with AKT Peerless to complete a Phase I Environmental Assessment for 1150 Midway Road at a cost of \$2,150; authorize application to the Washtenaw County Brownfield Redevelopment Authority for an Environmental Assessment Grant; approve Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grant Agreement

Background

The Phase I Environmental Site Assessment (“ESA”) is a part of due diligence and is a best practice prior to engaging in development. A Phase I ESA is a tool to determine whether a property may be contaminated. The purpose of the ESA will be to provide an independent, professional opinion of the recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), and controlled recognized environmental conditions (CRECs), in connection with the subject property, if any.

Four environmental consultants were asked to submit proposals. Proposals ranged in price from \$1,900 to \$2,240. Based on the very small difference in cost range, AKT Peerless was chosen based on their time to deliver the report and good work history with the Township.

The grant agreement has been reviewed and edited by legal counsel.

Project Process

Once the agreement with AKT Peerless is approved, the Township will apply to the Washtenaw County Brownfield Redevelopment Authority (“WCBRA”) Environmental Assessment Grant Program for 100% reimbursement. Once the application to WCBRA is approved, the Township will be required to enter into an agreement with WCBRA. The Township will pay AKT Peerless for services rendered and then submit invoices and proof of payment to WCBRA, per the agreement. WCBRA will then issue payment to the Township in the amount of \$2,150.

This has been budgeted under Professional Services 101-956-000-801.000

Enclosures (9)

AKT Peerless Proposal for Environmental Consulting Services
WCBRA Environmental Assessment Grant Application
WCBRA Grant Agreement
Certificate of Liability Insurance AKT Peerless for: Washtenaw County, WCBRA, and Charter Township of Ypsilanti
Certificate of Liability Insurance Charter Township of Ypsilanti for: Washtenaw County and WCBRA
Map of Proposed Location

February 5, 2019

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

Subject: Proposal to Conduct Phase I Environmental Site Assessment (ESA)
Proposal No. PF-23909-1

Ms. Shipley:

AKT Peerless is pleased to present its proposal to provide Environmental Consulting Services for the following property:

- 1150 Midway Road
Ypsilanti Township, Michigan

AKT Peerless will implement work immediately and will provide its Phase I ESA within three to four weeks of your authorization to proceed. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$2,150.

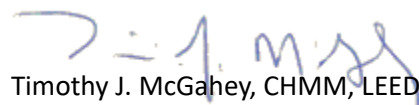
Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

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

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 248.302.2361 or Bob Lambdin at 248.615.1333 or via email at mogahey@aktpeerless.com and lambdinr@aktpeerless.com.

Sincerely,

AKT PEERLESS

A handwritten signature in blue ink, appearing to read "Timothy J. McGahey".

Timothy J. McGahey, CHMM, LEED-AP
Vice President Environmental Due Diligence

Enclosure

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-23909-1

Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1150 Midway Road
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to redevelop the subject property as a recreational skate park.

AKT Peerless understands the Client plans to utilize Washtenaw County Brownfield Redevelopment Authority (WCBRA) to fund the proposed scope of work. AKT Peerless will comply with the insurance requirements as outlined in Section 10 of the draft WCBRA Environmental Assessment Grant Agreement provided to AKT Peerless on February 5, 2019.

Scope of Work

AKT Peerless is pleased to submit its proposal to provide environmental consulting services. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-13* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA, and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete this Phase I ESA. AKT Peerless will not make an independent determination whether its Client is a *User* and intends to use this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice, including the Client and User

Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of these specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)¹, *historical recognized environmental conditions* (HRECs)², and *controlled recognized environmental conditions* (CRECs)³, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify adverse environmental conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.) and its relation to neighboring sites and/or cross streets in close proximity to the subject property.
- Completed and signed "Client Environmental Questionnaire"
- Completed Document Request Form
- Best time to schedule interview
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection.⁴

¹ ASTM Standard Practice E 1527-13 defines the term REC as the presence or likely presence of any hazardous substance or petroleum product in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-13 defines the term HREC as a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

³ ASTM Standard Practice E 1527-13 defines the term CREC as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

⁴ If a UST system is present, the client should also be prepared to disclose to AKT Peerless the mechanism by which the current or new tank owner/operator will meet financial assurance obligations.

User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendments”), a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA liability, then AAI requires that certain tasks be performed by - or on behalf of – that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information via a Questionnaire, Document Request Form, and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527-13, AKT Peerless’ ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public right-of-ways, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property⁵.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by federal, state and local regulatory agencies, including records of compliance, as appropriate. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property use and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any.

⁵ AKT Peerless will use search radii that meet or exceed ASTM’s recommended minimum search distances.

- An evaluation of information obtained from the aforementioned sources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment, and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within three to four weeks of your authorization to proceed.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA	\$2,150
------------------------------------	---------

Additional fees may be charged to adequately and appropriately evaluate potential environmental concerns that may be presented by uses of (or events at) adjoining or nearby properties⁶. AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. However, AKT Peerless may charge an additional fee to review regulatory agency records for any adjoining or nearby sites we judge to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to Freedom of Information Act (FOIA) responses may be passed on to the Client, if necessary. AKT Peerless will promptly apprise the client of the relative cause for such additional fees, and will not complete the extra activity unless Client authorizes AKT Peerless to do so.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless'

⁶ If AKT Peerless deems it necessary to review such records that are maintained by federal, state, or local regulatory agencies, the overall time to complete the project may be delayed due to agency response times. As necessary, AKT Peerless may require a change order to review government files for adjoining and nearby sites.

standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

Limitations

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical sources described above in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use UST systems directly corresponds to the presence of obstructions (e.g. snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include cultural and historic resources, ecological resources, endangered species, health and safety, high-voltage power lines, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, moisture intrusion, mold, noise pollution, radon, asbestos, and/or regulatory compliance. If the Client requires any of these services, please contact AKT Peerless to provide a proposal to conduct these services under a separate scope of work.

AKT Peerless' scope of work is limited to investigating the past uses of the subject property, though some historical information is also reviewed for adjoining properties, but does not include investigating past uses of surrounding or nearby properties.

AKT Peerless is not proposing to conduct any sampling or analysis of the subject property's natural resources. If visual observations or information obtained during the Phase I ESA indicate the need for any sampling or analysis of soil, soil gas, and/or groundwater, AKT Peerless will promptly contact you to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for **60** days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this

information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

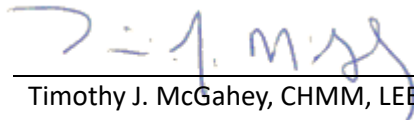
By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

1150 Midway Road, Ypsilanti Township, Michigan

This proposal submitted by:



Timothy J. McGahey, CHMM, LEED-AP
Vice President Environmental Due Diligence

Proposal submitted on:

February 5, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$2,150**

Client contact:

Sara Jo Shipley

Charter Township of Ypsilanti

7200 South Huron River Drive

Ypsilanti, Michigan 48197

AKT Peerless Proposal No.

PF-23909-1

Acceptance:

(Signature)

Charter Township of Ypsilanti

Print Name: _____

Title _____

Date _____

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A

Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Sites owned by a public entity or non-profit are eligible for 100% of the cost of eligible assessment activities, up to \$15,000. Private sites are eligible for up to 50% of the cost of eligible assessment activities, up to a maximum of \$10,000 of reimbursement.

Type of Application

- Publicly-Owned or Non-Profit-Owned Property (100% grant, up to \$15,000 maximum)
 Privately-Owned Property (50% grant, up to \$10,000 maximum)

Owner Information

Property Owner: Charter Township of Ypsilanti

Contact: Sara Jo Shipley, Economic Development Director

Property Address: 1150 Midway Rd. Ypsilanti, MI 48198

Phone No.: 734.544.3733

Property Tax ID #: K-11-02-285-001

Applicant Information

Applicant Name: Charter Township of Ypsilanti

Phone No.: 734.544.3733

Address: 7200 S. Huron River Dr

Developer (Entity) Name (if different than applicant): _____

Project Information

Project Name: Eastern Washtenaw Skatepark



Project Description: Development of a 10,000 SF concrete skatepark structure in the Community Center Park on Clark Road.

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Township has owned the site since the early 1970s

Historic Property Uses: Vacant lot since early 1980s. As late as 1979, there was a building on the parcel. The building served as a grocery store and as an administration building for Washtenaw Community College during the era of Willow Run Village.

Property Acreage: 1.9 acres

Zoning: RM2

Surrounding Land Use: Park, Golf Course, Church, vacant land

Proposed Environmental Activities:

	Estimated Cost
<input checked="" type="checkbox"/> Phase I	\$2,150
<input type="checkbox"/> Phase II	
<input type="checkbox"/> BEA Report	
<input type="checkbox"/> Due Care Plan	
<input type="checkbox"/> Hazardous Material Survey	

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: none

Please describe environmental conditions: No known environmental contamination. The site is flat, has good drainage, and is a mix of gravel and grass.

Please provide cloud links to any relevant environmental reports.



Please return the completed form and attachments to:

Nathan Voght

Economic Development Specialist

Washtenaw County Office of Community and Economic Development

415 W. Michigan Ave.

Ypsilanti, MI 48197

734-544-3055

voghtn@ewashtenaw.org

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

This Environmental Assessment Grant Agreement (the “Agreement”) dated February 19, 2019 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), an authority established pursuant to Act 381 of 1996, as amended (“Act 381”), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the Charter Township of Ypsilanti, (the “Grantee”), whose address is 7200 Huron River Drive, Ypsilanti, MI 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority captures Brownfield Administrative Fees from Tax Increment Revenues from active brownfield projects for the purpose of carrying out brownfield redevelopment activities, including to pay for reasonable and actual administrative and operating expenses of the Authority.
- B. The Authority established the “Environmental Assessment Grant Program” in 2017, and amended it on August 2, 2018, in order to fund eligible Department Specific Activities, pursuant to Act 381, on prospective eligible brownfield sites within member communities.
- C. The Authority intends to utilize reserves within its Administrative Fees to fund the Environmental Assessment Grant Program.
- D. At the March 7, 2019 meeting, the Authority approved the expenditure of 100% of the costs to conduct eligible Department Specific Activities, up to \$2,150, for the property known as 1150 Midway Road, Tax ID# K-11-02-285-001, Ypsilanti, MI 48197 (the “Property”).
- E. The Grantee wishes to utilize grant funds to conduct eligible Department Specific Activities, and the Authority will provide the grant fund under the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$2,150, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the AKT Peerless proposal No. PF-23909 dated January 23, 2019, sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.
2. Repayment – The provided grant funds shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.

3. Procurement of Eligible Activities – The Authority is bound to utilize Administrative fees captured in accordance with Act 381. Further, in establishing the Environmental Assessment program the Authority must be good stewards of the funds in ensuring they are utilized in the most cost-effective and efficient manner. Therefore, pursuant to the adopted Assessment Program Policy, the Grantee shall follow its own established procurement policies and procedures in arranging for the grant activities to be completed.
4. Authority to Conduct Work on Behalf of Grantee – At the request of the Grantee, the Authority may conduct the grant-funded assessment work on behalf of the Grantee. The Authority will follow applicable Washtenaw County procurement procedures to contract with qualified environmental consultants to complete the work. This may include a singular request for quotes for the work to be conducted. Or, procurement may entail a periodic public release of Request for Qualifications to pre-approve, in advance of any specific work needed, qualified environmental consultants, retaining those contractors on an on-going basis in order to expedite the necessary work to be completed.
5. Extension of Reliance of Environmental Reports to Authority and Assignees – Any and all reports, investigations, testing, and information generated wholly or partially utilizing funding through this grant program shall include the ability of the Washtenaw County Brownfield Authority and its assignees and/or designees, as determined by the Authority, to rely upon such reports, investigations, testing and information. Further, copies of any and all reports shall be provided to the Authority once completed, prior to any disbursement of grant funds.
6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to \$2,150.
7. Unspent Grant Funds – If the final cost of the eligible activities conducted is below the maximum award, remaining unspent grant funds will not be reimbursed, but rather revert back to fund reserves for use on other suspected brownfield sites.
8. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the Grant.
9. Grant Expiration – All Eligible Activities shall be completed within one year of this Agreement, unless the Authority grants an extension.

10. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. Grantee shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker’s Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee’s contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker’s Compensation, Motor Vehicle Liability, and Professional Liability.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.

All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

- 11. Indemnification – To the extent permitted by Michigan law, the Grantee shall ensure its contractor shall indemnify and hold Washtenaw County and the Washtenaw County Brownfield Authority harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the Grantee’s negligent, grossly negligent and/or intentional acts or omissions under this Agreement.
- 12. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
- 13. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
- 14. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties’ written consent.
- 15. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
- 16. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 17. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 18. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

19. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
20. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
22. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Trevor Woollatt, WCBRA Vice- Chair

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

Approve As to Form:

By: _____
Curtis Hedger, Corporation Counsel

By: _____

_____, Grantee

BY: _____

PRINT NAME: _____

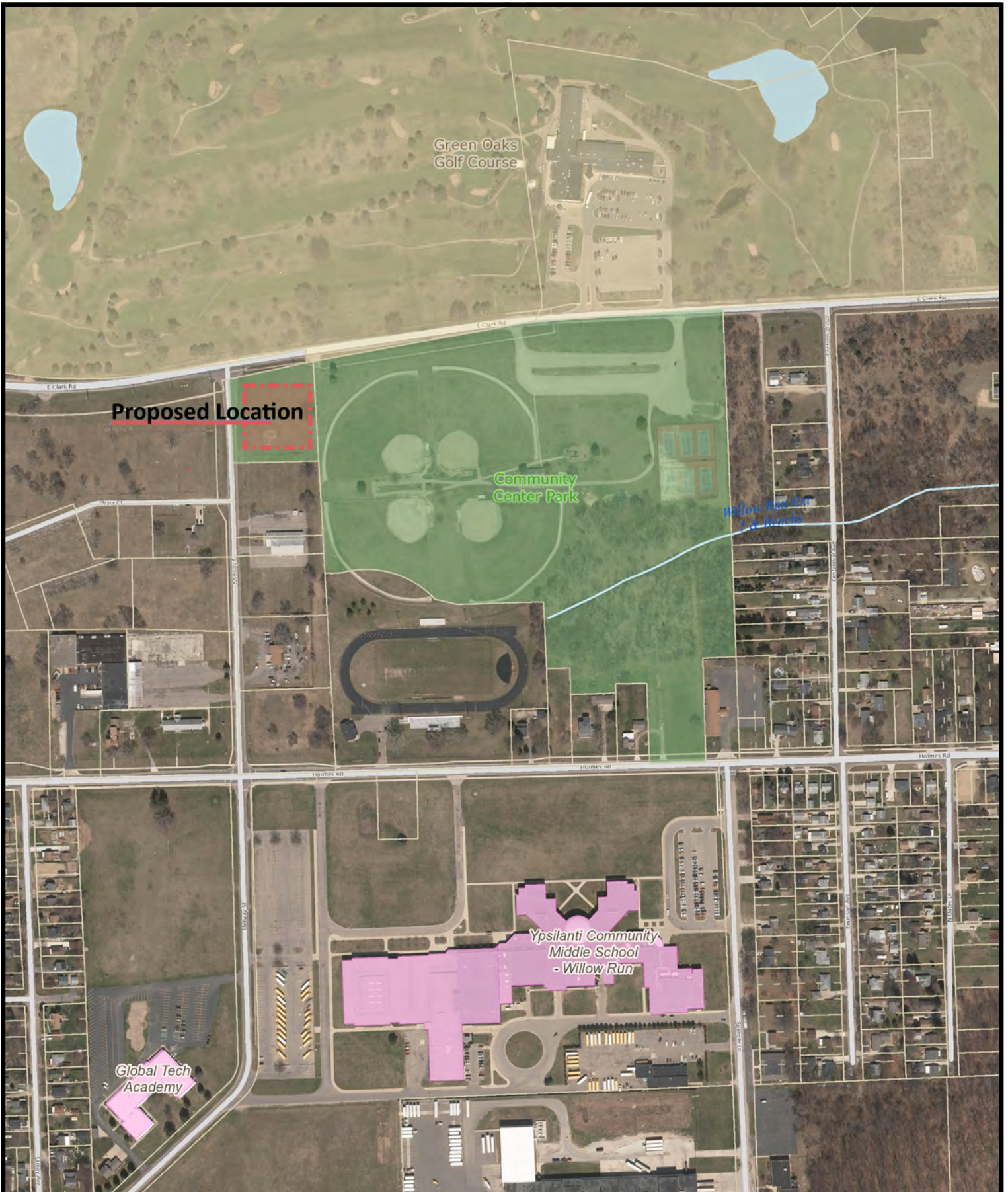
ITS: _____

Date: _____

Exhibits

Exhibit A – Proposal to Provide Environmental Consulting Services by AKT Peerless, dated January 23, 2019

EXHIBIT A



Proposed Location

Green Oaks Golf Course

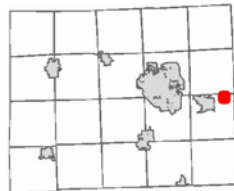
Community Center Park

Willow Run Park & Driveway

Ypsilanti Community Middle School - Willow Run

Global Tech Academy

Proposed Skatepark



1: 4,800

12/19/2018



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: David Bagley PHONE (A/C, No, Ext): 734-525-0943 E-MAIL ADDRESS: dbagley@mma-mi.com	FAX (A/C, No): 212-607-1157
	INSURER(S) AFFORDING COVERAGE	
INSURED AKTPEERL AKT Peerless Environmental Services LLC 22725 Orchard Lake Road Farmington MI 48336	INSURER A: Starr Surplus Lines Insurance Company NAIC # 13604	
	INSURER B: Allmerica Financial Benefit Insurance NAIC # 41840	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 740444775

REVISION NUMBER:

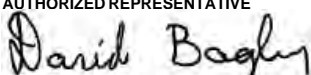
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000067207181	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Poll. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWBD44632501	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000337491181	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY Claims Made			1000067207181	12/1/2018	12/1/2019	Limit: \$1,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Charter Township of Ypsilanti is included as an additional insured for general liability coverage to the extent provided in the attached form #CG2010.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Ypsilanti 7200 S Huron Street Ypsilanti MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: David Bagley PHONE (A/C. No. Ext): 734-525-0943 E-MAIL ADDRESS: dbagley@mma-mi.com	FAX (A/C. No): 212-607-1157
	INSURER(S) AFFORDING COVERAGE	
INSURED AKTPEERL AKT Peerless Environmental Services LLC 22725 Orchard Lake Road Farmington MI 48336	INSURER A: Starr Surplus Lines Insurance Company NAIC #: 13604	
	INSURER B: Allmerica Financial Benefit Insurance NAIC #: 41840	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1054807167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000067207181	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Poll. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWBD44632501	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000337491181	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY Claims Made			1000067207181	12/1/2018	12/1/2019	Limit: \$1,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Washtenaw County is included as an additional insured for general liability coverage to the extent provided in the attached forms #CG2010

CERTIFICATE HOLDER**CANCELLATION**

Washtenaw County
 415 W. Michigan Avenue
 Ypsilanti MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2019

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	INSURER(S) AFFORDING COVERAGE	
INSURED AKTPEERL AKT Peerless Environmental Services LLC 22725 Orchard Lake Road Farmington MI 48336	INSURER A: Starr Surplus Lines Insurance Company NAIC #: 13604	
	INSURER B: Allmerica Financial Benefit Insurance NAIC #: 41840	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 337055694

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000067207181	12/1/2018	12/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Contractors Poll. \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWBD44632501	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000337491181	12/1/2018	12/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY Claims Made			1000067207181	12/1/2018	12/1/2019	Limit: \$1,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Washtenaw County Brownfield Redevelopment Authority is included as an additional insured for general liability coverage to the extent provided in the attached forms #CG2010.

CERTIFICATE HOLDER**CANCELLATION**

Washtenaw County Brownfield Redevelopment Authority
 415 W. Michigan Avenue
 Ypsilanti MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Clerk's Office

From: Michael Radzik
Office of Community Standards

Copy: McLain & Winters, Supervisor's Office, OCS case file

Date: February 10, 2019

Re: Request to authorize litigation if necessary to abate a public nuisance at 677 Onadaga Ave in the amount of \$10,000 budgeted in account 101-950.000-801.023

The Office of Community Standards has investigated the following public nuisance and requests authorization for circuit court litigation if necessary to abate the nuisance.

677 Onadaga Avenue

This vacant single-family house in the West Willow neighborhood was inspected on February 5, 2019 pursuant to an administrative warrant. The warrant was obtained after the property was foreclosed at a sheriff's sale on June 21, 2018 and became vacant by January 3, 2019. The inspection resulted in the house being condemned and a Notice of Violation being issued to the current owner in control of the property, The Bank of New York Mellon in Greenville, South Carolina, which had failed to register the vacant house. At the time the house was entered and inspected, running water from a ruptured water line was observed inside the rear of the house; OCS staff contacted YCUA to terminate the water flow. Both the house and the outside premises have numerous code violations that were cited, and the exterior property presents itself as unsightly blight. An expedited title search has been ordered and an affidavit of condemnation will be recorded on the deed.



Zimbra**Istanfield@ytown.org**

Fwd: H GAC Membership

From : Fred Anstead
<fanstead@gmail.com>

Mon, Feb 11, 2019 12:25 PM

Subject : Fwd: H GAC
Membership

To : Istanfield@ytown.org

Sent from my iPhone

Begin forwarded message:

From: Sarah Anstead <anstead720@gmail.com>

Date: February 10, 2019 at 9:54:29 PM EST

To: "fanstead@gmail.com"

<fanstead@gmail.com>, fanstead@ytown.org

Subject: H GAC Membership

Lisa,

Please add to this request to the next Board Meeting Agenda to join the HGACBuy program.

Thanks

Fred Anstead

February 11, 2019

To the Members of the Ypsilanti Township Board of Trustees,

The Fire Department would like the Township Board of Trustees to consider becoming a member of the H GAC's Cooperative Purchasing Program, known as HGACBuy. The general concept behind this consortium is that the process of acquiring bids is streamlined to be more efficient because it is done on a national scale. There are similar programs currently being used by the township such as MiDeal and MITN that are organized at the state level.

I have included a few links that may provide additional information below:

- General Link to HGAC -
<http://www.hgacbuy.org/about/default.aspx>
- Index of Municipalities currently enrolled -
<http://www.hgacbuy.org/ilc-form/default.aspx>

We believe that this process will help reduce the acquisition cost for the future purchases of fire apparatus and are aware the neighboring municipalities have recently used this program and found it to be beneficial.

Thank you in advance for considering this route which we believe will result in cost savings and efficient use of our townships resources.

Sincerely,

Captain Fred Anstead

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #3**

February 19, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$7,161.00

Request to increase budget for employee requested pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$7,161.00
		Net Revenues	<u><u>\$7,161.00</u></u>
 Expenditures:	Salaries Pay Out - PTO & Sick	101-253-000-708.004	\$1,759.00
	FICA	101-253-000-715.000	\$135.00
	Salaries Pay Out - PTO & Sick	101-266-000-708.004	\$4,893.00
	FICA	101-266-000-715.000	\$374.00
		Net Expenditures	<u><u>\$7,161.00</u></u>

Motion to Amend the 2019 Budget (#3):

Move to increase the General Fund budget by \$7,161 to \$9,517,017 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Ypsilanti Township Board of Trustees
From: Travis McDugald, IS Manager
Re: Permission to seek proposals for the replacement of the analog phone service provider throughout the Township.
Date: 2019-Jan-23

The current service contract has expired and all accounts are currently on a month to month rate.

Analog (often called POTs) lines are used for faxing and backup.

I respectfully request the Township Board allow the Information Services department to seek proposals for replacement of the current analog phone service provider. Should there be a cost savings; these proposals shall be brought back to the Board for review.

Thanks
Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2019-01-29-POTS

Analog Phone Services

[Abstract](#)

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations for the installation of analog phone lines for various locations.

Charter Township of Ypsilanti
rfp@ytown.org

Form A - Project Bid Dates and Contacts

Issue Date:	2019-Feb-25
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	No Questions Permitted
Bid Deadline:	2019-Mar-14 @ 2:00 PM EST Ypsilanti Township - Clerks Office 7200 South Huron River Drive Ypsilanti, MI 48197 (Use Form E: Mailing Label)
Bid Opening:	2019-Mar-14 @ 2:00 PM EST Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Bid Format	1 Paper
Bid Bond	Not Required.

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed bids for analog phone lines (POTs). Bid documents may be found at <http://ytown.org/public-bid-postings>.

General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in **Form A - Project Bid Dates and Contacts**. The executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** - The Proposal Cost Analysis (Form C) must be filled and included with all bid responses.
- 1.3. **Required Bid Mailing Label** – Users shall use the mailing label provide in Form E: Mailing Label
- 1.4. **Authorized Signatures** - This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.5. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk’s Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.6. **Mandatory Pre-Bid Meeting** – Not Applicable.
- 1.7. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.8. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.9. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.10. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best

interest of the Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.11. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.12. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.13. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.14. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.15. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.16. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.17. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.

- 1.18. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.
- 1.19. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.20. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.21. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). It is the responsibility of the bidder to check the website for addendums.
- 1.22. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.24. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.25. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.26. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.27. **Non-Iran Linked Business** - By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an “Iran linked business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor’s employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder,

contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** – Not Applicable.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** – Not Applicable
- 3.2. **Invoices** - All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. **Payment Draws** – Not Applicable

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.

- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.

- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. **Service Contract Auto-Renewals** – Any service agreement renewals with an auto renew clause may only renew in one year increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by calling (734) 484-4700.

6. Bond Requirements

- 6.1. **Bond Certificates** – The bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.
- 6.2. **Bid Bonds** – *Not Applicable*
- 6.3. **Performance and Payment Bonds** – *Not Applicable*
- 6.4. **Maintenance Bonds** – *Not Applicable*
- 6.5. **Bond Surety** - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

- 6.6. **Licensing Jurisdiction** - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

7. Insurance Limits

- 7.1. **Insurance Certificates** – If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. **Requirements** - The Contractor will maintain at its own expense during the term of the contract, the following insurance:
- 7.2.1. **Worker's Compensation** insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident. Required only if the contract will have onsite technicians or service agents.
- 7.2.2. **Broad Form Comprehensive General Liability** Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
- 7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
- 7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- 7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings,

staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract. Required for construction projects.

7.2.6. [Certificate of Liability Insurance Verbiage](#) – General Liability Insurance limits must contain the following verbiage in verbatim; *“The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”* Prior to contract execution.

7.2.7. [An umbrella policy](#) may be used to meet some of the above requirements.

7.3. [Licensing Jurisdiction](#) - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

7.4. [Require to Maintain](#) - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.

7.5. [Legal Review](#) - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. [Township Approval](#) - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

8.2. [Construction Start](#) - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.

- 8.3. **Payment** - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

9. Site Access

- 9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will be made available only during the mandatory pre-bid meeting.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.
- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See **Bid Format** under **Form A - Project Bid Dates and Contacts**
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by location with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** – Not Applicable.
- 10.5. **Execution Plan** - A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. **Coordination Efforts** - A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. **Township Review** - Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data may be required.

- 10.8. **Mounting Information** - Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. **Electrical Requirements** - A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. **Background** - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. **Business Changes** - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. **Licenses** - Identify all applied licenses currently held by your firm.
- 10.13. **Additional Information** - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. **References** - Provide a list of at least four (3) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

Scope of Work

Each analog line are considered low use.

Each analog line must fully support faxing abilities and other data communications.

Contract Term may not exceed 60 months.

Location 1:

Ypsilanti Township Civic Center
7200 South Huron River Drive
Ypsilanti MI 48197

Installation of one Analog Plain Old Telephone Service Line.

New Number or Free Number Porting.

Location 2:

Ypsilanti Township Fire Station 1
222 S. Ford Blvd
Ypsilanti MI 48198

Installation of **two** Analog Plain Old Telephone Service Line.

Exiting Number Porting Required

Location 3:

Ypsilanti Township Hydro Station
2727 Bridge Road
Ypsilanti, MI 48197

Installation of one Analog Plain Old Telephone Service Line.

New Number or Free Number Porting.

Location 4:

Ypsilanti Township Fire Station 3
20 South Hewitt
Ypsilanti, MI 48197

Installation of one Analog Plain Old Telephone Service Line.

Exiting Number Porting Required

Location 5:

Ypsilanti Township Fire Station 4
8869 Textile Rd.
Ypsilanti Mi 48197

Installation of one Analog Plain Old Telephone Service Line.

Exiting Number Porting Required

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Location	Base Cost	Est Taxes+Fees	Est Monthly
Location 1			
Location 2			
Location 3			
Location 4			
Location 4			
Est Monthly Total			\$

Other Fees. (Please include any other fees no listed)

Fee Name	
Local Call Rate per minute	
Long Distance Call Rate per minute	

(Please attach a detail of the cost with this cost form page)

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Federal Employer Identification Number: _____

eMail: _____

By: _____ Title: _____
(Signature) *(Typed or printed name)*

Date: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Title

Company

Date

Form E: Mailing Label

FROM: Company Name: _____ Contact Person: _____ Phone Number: _____ Email: _____				
S E A L E D	Solicitation Event Title:	<u>Analog POTs Lines</u>	B I D	
	Solicitation Event Number:	<u>RFP-2018-01-29-POTs</u>		Buyer Initials
	Due Date:	2019-Mar-14		Time: 2:00 PM E.T.
DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197				

Form F: Bid Check List

- Bid Copies; 1 Paper
- Signed copy for Form C.
- Signed copy for Form D.
- Envelope with Form E's mailing label

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Ypsilanti Township Board of Trustees
From: Travis McDugald, IS Manager
Re: Permission to seek proposals for the replacement or renewal of the Civic Center's primary internet service provider.
Date: 2019-Jan-23

The current five year contract for primary internet services utilized at the Township Civic Center is set to expire in July of this year.

Starting this process early allows us to ensure the service is ready by July. A new service provider may require construction lead time.

This internet service is used provide incoming connections such as remote access and email. The current provider Comcast through a fiber optic connection.

I respectfully request the Township Board allow the Information Services department to seek proposals for the replacement or renewal of this connection. These proposals shall be brought back to the Board for review.

Thanks
Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2019-01-29-ISP

Dedicated Internet Services

Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations for the installation of dedicated Internet Service Connection.

Charter Township of Ypsilanti
rfp@ytown.org

Form A - Project Bid Dates and Contacts

Issue Date:	2019-Feb-25
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	No Questions Permitted
Bid Deadline:	2019-Mar-15 @ 2:00 PM EST Ypsilanti Township - Clerks Office 7200 South Huron River Drive Ypsilanti, MI 48197 (Use Form E: Mailing Label)
Bid Opening:	2019-Mar-15 @ 2:00 PM EST Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Bid Format	Minimal 1 Paper
Bid Bond	Not Required.

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed bids for Internet Service connection to be installed at 7200 S. Huron River Dr. 48197. Bid documents may be found at <http://ytown.org/public-bid-postings>.

General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in **Form A - Project Bid Dates and Contacts**. The executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** - The Proposal Cost Analysis (Form C) must be filled and included with all bid responses.
- 1.3. **Required Bid Mailing Label** – Users shall use the mailing label provide in Form E: Mailing Label
- 1.4. **Authorized Signatures** - This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.5. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk’s Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.6. **Mandatory Pre-Bid Meeting** – Not Applicable.
- 1.7. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.8. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.9. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.10. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best

interest of the Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.11. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.12. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.13. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.14. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.15. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.16. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.17. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.

- 1.18. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.
- 1.19. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.20. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.21. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). It is the responsibility of the bidder to check the website for addendums.
- 1.22. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.24. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.25. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.26. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.27. **Non-Iran Linked Business** - By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder,

contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** – Not Applicable.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** – Not Applicable
- 3.2. **Invoices** - All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. **Payment Draws** – Not Applicable

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.

- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.

- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. **Service Contract Auto-Renewals** – Any service agreement renewals with an auto renew clause may only renew in one year increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by calling (734) 484-4700.

6. Bond Requirements

- 6.1. **Bond Certificates** – The bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.
- 6.2. **Bid Bonds** – *Not Applicable*
- 6.3. **Performance and Payment Bonds** – *Not Applicable*
- 6.4. **Maintenance Bonds** – *Not Applicable*
- 6.5. **Bond Surety** - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

- 6.6. **Licensing Jurisdiction** - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

7. Insurance Limits

- 7.1. **Insurance Certificates** – If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. **Requirements** - The Contractor will maintain at its own expense during the term of the contract, the following insurance:
- 7.2.1. **Worker's Compensation** insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident. Required only if the contract will have onsite technicians or service agents.
- 7.2.2. **Broad Form Comprehensive General Liability** Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
- 7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
- 7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- 7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings,

staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract. Required for construction projects.

7.2.6. [Certificate of Liability Insurance Verbiage](#) – General Liability Insurance limits must contain the following verbiage in verbatim; *“The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”* Prior to contract execution.

7.2.7. [An umbrella policy](#) may be used to meet some of the above requirements.

7.3. [Licensing Jurisdiction](#) - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

7.4. [Require to Maintain](#) - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.

7.5. [Legal Review](#) - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. [Township Approval](#) - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

8.2. [Construction Start](#) - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.

- 8.3. **Payment** - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

9. Site Access

- 9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will be made available only during the mandatory pre-bid meeting.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.
- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See **Bid Format** under **Form A - Project Bid Dates and Contacts**
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by location with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** – Not Applicable.
- 10.5. **Execution Plan** - A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. **Coordination Efforts** - A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. **Township Review** - Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data may be required.

- 10.8. **Mounting Information** - Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. **Electrical Requirements** - A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. **Background** - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. **Business Changes** - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. **Licenses** - Identify all applied licenses currently held by your firm.
- 10.13. **Additional Information** - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. **References** - Provide a list of at least four (3) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

Scope of Work

- Pricing on the installation and service of a dedicated Internet Service Connection.
- Minimal speed and contract length listed on Form C: Proposal Cost Analysis.
- Network media may include fiber optic or copper.
- Network handoff must be RJ45 Ethernet.
- Must include minimal 30 usable public IPv4 addresses.
- Must include minimal 30 useable public IPv6 addresses.
- Must provide a method for updating PTR or Reverse DNS records.
- Unless otherwise agreed upon by the Township:
 - Providers shall not block any ports in/out of the Township's IP blocks.
 - Providers shall treat all traffic in/out of the Township's IP blocks equally.
 - Providers shall not inject or intercept any traffic in/out of the Township's IP blocks.

Install Location:

Ypsilanti Township Civic Center
7200 South Huron River Drive
Ypsilanti MI 48197

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Min Ingress	Min Egress	Max Contract	Proposed	OTC	Monthly Cost
50Mbps	50Mbps	48			
100Mbps	100Mbps	60			
250Mbps	250Mbps	72			
500Mbps	500Mbps	96			
1Gbps	1Gbps	120			

Max Contract is the maximum number of months to use for quoting.

Proposed is your speeds in the format of **ingress/egress**

OTC are any One Time Charges required.

Monthly Cost must include all service changes and fees

(Please attach a detail of the cost with this cost form page)

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Federal Employer Identification Number: _____

eMail: _____

By: _____
(Signature)

Title: _____
(Typed or printed name)

Date:

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Title

Company

Date

Form E: Mailing Label

FROM:			
Company Name: _____			
Contact Person: _____			
Phone Number: _____			
Email: _____			
S E A L E D	Solicitation Event Title:	<u>Internet Service Provider</u>	
	Solicitation Event Number:	<u>RFP-2019-01-29-ISP</u>	Buyer Initials
	Due Date:	2019-Mar-15	Time: 2:00 PM E.T.
			TVM
	DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197		

Form F: Bid Check List

- Bid Copies; 1 Paper
- Signed copy for Form C.
- Signed copy for Form D.
- Envelope with Form E's mailing label

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Ypsilanti Township Board of Trustees
From: Travis McDugald, IS Manager
Re: Permission to seek proposals for a service provider to provide improved network connectivity between Township facilities.
Date: 2019-Jan-23

The current Township infrastructure consist of connecting general internet connections together via a Virtual Private Network. This type of network has worked well over the years. However given the newer demands on the network we have been running into issues of latency and bandwidth. We have also encountered other projects that could not be accomplished to the limits of the exiting infrastructure.

To rectify the current challenges the Township could build out its own fiber optic network. I had estimated the low end build costs to be close to \$400,000. This cost does not include the ongoing maintenance. (Miss Digg fees, pole rentals, etc). A second option is to lease connectivity transport from a service provider.

The Township has budgeted funds to remediate the current limitations based on some initial discussion I had with service providers. At this time I would like to move forward with getting official proposals for the Board to review.

I respectfully request the Township Board allow the Information Services department to seek proposals for improving the network connectivity between nine of the Township's locations. These proposals shall be brought back to the Board for review.

Thanks
Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2019-01-29-NET

Layer 2 WAN Connection Services

[Abstract](#)

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations for providing layer 2 network connectivity between Township locations.

Charter Township of Ypsilanti
rfp@ytown.org

Form A - Project Bid Dates and Contacts

Issue Date:	2019-Feb-25
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	2019-Mar-14 @ 4:00 PM EST
Bid Deadline:	2019-Mar-22 @ 3:00 PM EST Ypsilanti Township - Clerks Office 7200 South Huron River Drive Ypsilanti, MI 48197 (Use Form E: Mailing Label)
Bid Opening:	2019-Mar-22 @ 3:00 PM EST Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Bid Format	Minimal 1 Paper
Bid Bond	Not Required.

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed bids for layer 2 network connectivity between 9 Township Locations. Bid documents may be found at <http://ytown.org/public-bid-postings>.

General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in **Form A - Project Bid Dates and Contacts**. The executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** - The Proposal Cost Analysis (Form C) must be filled and included with all bid responses.
- 1.3. **Required Bid Mailing Label** – Users shall use the mailing label provide in Form E: Mailing Label
- 1.4. **Authorized Signatures** - This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.5. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk’s Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.6. **Mandatory Pre-Bid Meeting** – Not Applicable.
- 1.7. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.8. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.9. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.10. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best

interest of the Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.11. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.12. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.13. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.14. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.15. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.16. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.17. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.

- 1.18. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.
- 1.19. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.20. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.21. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). It is the responsibility of the bidder to check the website for addendums.
- 1.22. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.24. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.25. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.26. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.27. **Non-Iran Linked Business** - By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder,

contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** – Not Applicable.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** – Not Applicable
- 3.2. **Invoices** - All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. **Payment Draws** – Not Applicable

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.

- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.

- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. **Service Contract Auto-Renewals** – Any service agreement renewals with an auto renew clause may only renew in one year increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by calling (734) 484-4700.

6. Bond Requirements

- 6.1. **Bond Certificates** – The bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.
- 6.2. **Bid Bonds** – *Not Applicable*
- 6.3. **Performance and Payment Bonds** – *Not Applicable*
- 6.4. **Maintenance Bonds** – *Not Applicable*
- 6.5. **Bond Surety** - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

- 6.6. **Licensing Jurisdiction** - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

7. Insurance Limits

- 7.1. **Insurance Certificates** – If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. **Requirements** - The Contractor will maintain at its own expense during the term of the contract, the following insurance:
- 7.2.1. **Worker's Compensation** insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident. Required only if the contract will have onsite technicians or service agents.
- 7.2.2. **Broad Form Comprehensive General Liability** Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
- 7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
- 7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- 7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings,

staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract. Required for construction projects.

7.2.6. [Certificate of Liability Insurance Verbiage](#) – General Liability Insurance limits must contain the following verbiage in verbatim; *“The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”* Prior to contract execution.

7.2.7. [An umbrella policy](#) may be used to meet some of the above requirements.

7.3. [Licensing Jurisdiction](#) - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

7.4. [Require to Maintain](#) - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.

7.5. [Legal Review](#) - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. [Township Approval](#) - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

8.2. [Construction Start](#) - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.

- 8.3. **Payment** - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

9. Site Access

- 9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will be made available only during the mandatory pre-bid meeting.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.
- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See **Bid Format** under **Form A - Project Bid Dates and Contacts**
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by location with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** – Not Applicable.
- 10.5. **Execution Plan** - A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. **Coordination Efforts** - A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. **Township Review** - Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data may be required.

- 10.8. [Mounting Information](#) - Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. [Electrical Requirements](#) - A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. [Background](#) - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. [Business Changes](#) - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. [Licenses](#) - Identify all applied licenses currently held by your firm.
- 10.13. [Additional Information](#) - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. [References](#) - Provide a list of at least four (3) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

Scope of Work

The Township is looking for secure, reliable, and low latency connectivity between 9 of its locations.

- The Township has two primary locations. For spoke and hub designs, secondary sites will need to connecting back to a primary location. The primary locations should be connected to each other.
- Both Spoke and Hub and Mesh network will be considered.
- Each connection link should have at least a 100mb connection.
- Port hand off shall be RJ45 or Fiber connectivity for each site.
- Network shall be used to carrier general data, voice, and video traffic.
- One way latency shall be < 45ms.
- One way jitter shall be >20ms.
- Contract limit is 60 months. (The Township may entertain longer agreements for higher speeds)

Important Note: The 1775 E. Clark Rd Location is not on Clark Rd. It is a maintenance garage in the back of the golf course. The main entrance is off of Stamford Rd / Midway Blvd. (42.261178, -83.576920)

Primary Site 1

7200 S. Huron River Drive 48197

Primary Site 2

222 S. Ford Blvd 48198

Secondary Sites

20 S. Hewett Road 48197

8869 Textile Road 48197

2727 Bridge Road 48197

9075 S. Huron River Drive 48197

2600 E. Clark Road 48198

1775 E. Clark Road 48198

1405 Holmes Road 48198

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

One Time Build Cost: _____

Monthly Charges: _____

(Please attach a detail of the cost with this cost form page)

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Federal Employer Identification Number: _____

eMail: _____

By: _____
(Signature)

Title: _____
(Typed or printed name)

Date: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Title

Company

Date

Form E: Mailing Label

FROM:			
Company Name: _____			
Contact Person: _____			
Phone Number: _____			
Email: _____			
S E A L E D	Solicitation Event Title:	<u>Layer 2 Network</u>	
	Solicitation Event Number:	<u>RFP-2018-01-29-NET</u>	Buyer Initials
	Due Date:	2019-Mar-22	Time: 3:00 PM E.T.
			TVM
	DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197		

Form F: Bid Check List

- Bid Copies; 1 Paper
- Signed copy for Form C.
- Signed copy for Form D.
- Envelope with Form E's mailing label

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Ypsilanti Township Board of Trustees
From: Travis McDugald, IS Manager
Re: Permission to seek proposals for the replacement of four computer servers.
Date: 2019-Jan-23

The Township's current primary computing servers are nearing their 5 year lifespan and are scheduled for replacement.

These servers run 24/7 and handle nearly all computing for Township's core operations. The replacements will provide more and faster resources.

Running older servers becomes a risk to the organization as warranties expire, replacement parts become more difficult to obtain, firmware bugs do not get fixed, and current operating systems become unsupported.

The project is budgeted for \$70,000. Specification and proposals will be processed through the MITN website.

I respectfully request the Township Board allow the Information Services department to seek proposals for the replacement four servers. These proposals shall be brought back to the Board for review.

Thanks
Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2019-01-29-SVRHW

Hardware Server Refresh

Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations for the purchase of server hardware.

Charter Township of Ypsilanti
rfp@ytown.org

Form A - Project Bid Dates and Contacts

Issue Date:	2019-Feb-25
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	No Questions Permitted
Bid Deadline:	2019-Mar-14 @ 3:00 PM EST Ypsilanti Township - Clerks Office 7200 South Huron River Drive Ypsilanti, MI 48197 (Use Form E: Mailing Label)
Bid Opening:	2019-Mar-14 @ 3:00 PM EST Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Bid Format	Minimal 1 Paper
Bid Bond	Not Required.

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed bids for the purchase of four (4) new server hardware units. Bid documents may be found at <http://ytown.org/public-bid-postings>.

General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in **Form A - Project Bid Dates and Contacts**. The executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** - The Proposal Cost Analysis (Form C) must be filled and included with all bid responses.
- 1.3. **Required Bid Mailing Label** – Users shall use the mailing label provide in Form E: Mailing Label
- 1.4. **Authorized Signatures** - This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.5. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk’s Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.6. **Mandatory Pre-Bid Meeting** – Not Applicable.
- 1.7. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.8. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.9. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.10. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best

interest of the Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.11. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.12. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.13. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.14. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.15. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.16. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.17. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.

- 1.18. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.
- 1.19. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.20. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.21. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). It is the responsibility of the bidder to check the website for addendums.
- 1.22. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.24. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.25. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.26. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.27. **Non-Iran Linked Business** - By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder,

contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** – Not Applicable.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** – Not Applicable
- 3.2. **Invoices** - All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. **Payment Draws** – Not Applicable

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.

- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.

- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. **Service Contract Auto-Renewals** – Any service agreement renewals with an auto renew clause may only renew in one year increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by calling (734) 484-4700.

6. Bond Requirements

- 6.1. **Bond Certificates** – The bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.
- 6.2. **Bid Bonds** – *Not Applicable*
- 6.3. **Performance and Payment Bonds** – *Not Applicable*
- 6.4. **Maintenance Bonds** – *Not Applicable*
- 6.5. **Bond Surety** - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

- 6.6. **Licensing Jurisdiction** - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

7. Insurance Limits

- 7.1. **Insurance Certificates** – If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. **Requirements** - The Contractor will maintain at its own expense during the term of the contract, the following insurance:
- 7.2.1. **Worker's Compensation** insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident. Required only if the contract will have onsite technicians or service agents.
- 7.2.2. **Broad Form Comprehensive General Liability** Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
- 7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
- 7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- 7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings,

staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract. Required for construction projects.

7.2.6. [Certificate of Liability Insurance Verbiage](#) – General Liability Insurance limits must contain the following verbiage in verbatim; *“The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”* Prior to contract execution.

7.2.7. [An umbrella policy](#) may be used to meet some of the above requirements.

7.3. [Licensing Jurisdiction](#) - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

7.4. [Require to Maintain](#) - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.

7.5. [Legal Review](#) - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. [Township Approval](#) - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

8.2. [Construction Start](#) - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.

- 8.3. **Payment** - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

9. Site Access

- 9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will be made available only during the mandatory pre-bid meeting.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.
- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See **Bid Format** under **Form A - Project Bid Dates and Contacts**
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by location with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** – Not Applicable.
- 10.5. **Execution Plan** - A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. **Coordination Efforts** - A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. **Township Review** - Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data may be required.

- 10.8. **Mounting Information** - Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. **Electrical Requirements** - A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. **Background** - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. **Business Changes** - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. **Licenses** - Identify all applied licenses currently held by your firm.
- 10.13. **Additional Information** - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. **References** - Provide a list of at least four (3) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

Scope of Work

Provide pricing information for the following hard specifications. These are minimal specifications. There are 4 servers in total. Servers 2,3, and 4 are identical.

Server 1

Form Factor	1	2U Form factor
Drive Bays	20	2.5 Hot Swap SAS2/SATA with trays
Network	2	10G SFP+ Port
Power	2	1000W Redundant Power Supply
CPU	2	Intel Xeon Gold 6134 Processor - 8 Cores, 3.20GHz, 24.75MB Cache
Memory	256GB	DDR4 2666MHz ECC REG
Drives	12	1.9 TB Solid State Enterprise Drives (Minimal Drive Specs) Sequential Read = (up to) 510 MB/s Sequential Write = (up to) 510 MB/s Random Read = 95000 IOPS Random Write = 35000 IOPS
Drive Controller	1	8 internal ports, 12Gb/s per port Support for RAID 0, 1, 5, 6, 10, 50, 60 2GB Battery Backed Up Write Cache
TPM	1	Trusted Platform Module 2.0 (TPM)
OOB	1	Dedicated Out of Band Management Card (iLO, iDrac, IPMI, etc) Licensed for Remote Console Licensed for Mounting Remote Media/ISOs
Rails	1	Set of standard server rack rails
Warranty	1	4 Year, Parts delivered Next Day

Servers 2, 3, and 4

Form Factor	1	2U Form factor
Drive Bays	20	2.5 Hot Swap SAS2/SATA with trays
Network	2	10G SFP+ Port
Power	2	1000W Redundant Power Supply
CPU	2	Intel Xeon Silver 4110 Processor - 8 Cores, 2.10GHz, 11MB Cache
Memory	256GB	DDR4 2666MHz ECC REG
Drives	12	1.9 TB Solid State Enterprise Drives (Minimal Drive Specs) Sequential Read = (up to) 510 MB/s Sequential Write = (up to) 510 MB/s Random Read = 95000 IOPS Random Write = 35000 IOPS
Drive Controller	1	8 internal ports, 12Gb/s per port Support for RAID 0, 1, 5, 6, 10, 50, 60 2GB Battery Backed Up Write Cache
TPM	1	Trusted Platform Module 2.0 (TPM)
OOB	1	Dedicated Out of Band Management Card (iLO, iDrac, IPMI, etc) Licensed for Remote Console Licensed for Mounting Remote Media/ISOs

Rails	1	Set of standard server rack rails
Warranty	1	4 Year, Parts delivered Next Day

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Server	Cost
Server 1	
Server 2	
Server 3	
Server 4	
Shipping	
Total:	

(Please attach a detail of the cost with this cost form page)

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Federal Employer Identification Number: _____

eMail: _____

By: _____
(Signature)

Title: _____
(Typed or printed name)

Date: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Title

Company

Date

Form E: Mailing Label

FROM: Company Name: _____ Contact Person: _____ Phone Number: _____ Email: _____				
S E A L E D	Solicitation Event Title:	<u>Server Hardware</u>	B I D	
	Solicitation Event Number:	<u>RFP-2019-01-29-SVRHW</u>		Buyer Initials
	Due Date:	2019-Mar-14		Time: 3:00 PM E.T.
DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197				

Form F: Bid Check List

- Bid Copies; 1 Paper
- Signed copy for Form C.
- Signed copy for Form D.
- Envelope with Form E's mailing label

OTHER BUSINESS
